

# REQUEST FOR PROPOSAL (RFP)



*Life's Just Better Here*

Subject: **Strategic Planning Consultant**

RFP #: 2026-09

Due Date/Time: April 13, 2026, 11:00 a.m., EST

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

**CITY OF WILTON MANORS  
REQUEST FOR PROPOSAL FOR  
STRATEGIC PLANNING CONSULTANT**

**CALENDAR OF EVENTS**

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

<b>ACTION</b>	<b>COMPLETION DATE</b>
Issue RFP	March 9, 2026
Deadline for Questions	March 30, 2026, 7:00 a.m.
Response to Questions	April 6, 2026
<b>Deadline for Submittals</b>	<b>April 13, 2026, 11:00 a.m., EST</b>
Evaluation Committee Review	April 22, 2026
Presentation	TBD
Reference Checks	April 1, 2026
Final Ranking and Selection	April 20, 2026
Contract Negotiation Begins	TBD
City Commission Approval of Contract	May 12, 2026 or later

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## Section 1 – Introductory Material

### 1.1 STATEMENT OF PURPOSE

The City of Wilton Manors (the City), is accepting Proposals for Strategic Planning Consultant services from qualified, experienced and licensed individual or firm to lead its community visioning and strategic planning processes.

The intent of the RFP is to provide a consensus on priorities and vision for the City's future over the next 25 years and a five-year strategic plan. The Strategic Plan shall include a five-year implementation plan covering Fiscal Years 2027–2032 (October 1, 2027 through September 30, 2032) and shall inform and guide the City's budgetary and operational planning processes

The Strategic Plan will direct the City in allocating its efforts and resources towards achieving its vision. They will create specific benchmarks that measure the City's progress along with an educational component for meaningful performance measures.

**Piggybacking Option** – The City intends to have this contract be available for “piggybacking” by other governmental entities.

### 1.2 CONTRACT TERMS

The initial contract term is for one (1) year. The City will have the option to extend at its sole discretion.

### 1.3 BACKGROUND INFORMATION

The City of Wilton Manors, in Broward County, was incorporated in 1947, and was created as a municipality under Chapter 165, Florida Statutes and named the Village of Wilton Manors. The Laws of Florida, 1953, Chapter 29609 established the present municipality, designated it the City of Wilton Manors and enacted its Charter. The City operates under the Mayor/Commission form of government and provides the following services as authorized by its Charter: general government, public safety, public services, transportation, and culture and recreation. Additional information about the City is available at the City's website: [www.wiltonmanors.gov](http://www.wiltonmanors.gov).

## Section 2 – Scope of Services

### 2.1 TECHNICAL AND OPERATIONAL REQUIREMENTS

The City of Wilton Manors is seeking a qualified individual or firm to lead a comprehensive, inclusive community visioning and strategic planning process. The process shall be structured to encourage participation from all segments of the community, including residents, businesses, property owners, stakeholders, City staff, elected officials, and other interested parties.

Proposers shall demonstrate prior experience conducting comparable municipal visioning and strategic planning efforts and shall include in their Proposals a summary of relevant experience, project examples and qualifications. Representative samples of prior work products should be included in the submittal.

Proposers shall describe their proposed methodology, community engagement strategy, and tools that would be used to accomplish the services described herein. Engagement methods may include, but are not limited to, focus groups, stakeholder interviews, workshops, charrettes, online surveys, and other innovative engagement techniques. Outreach to elected officials and City staff shall be incorporated. The City is open to both in-person and virtual engagement formats, or a combination thereof.

The intended outcome of the process is to achieve broad-based community consensus on priorities and a long-term vision for the City's future over a 25-year planning horizon, supported by a five-year Strategic Plan. The community vision shall address physical, social, economic, and environmental considerations, including but not limited to community character, aesthetics (such as landscape, streetscape, and hardscape), sustainability, resilience, public facilities, public services, and future development patterns.

The visioning process shall directly inform the development of a Strategic Plan that provides a clear and practical framework for policy direction, decision-making and resource allocation. The Strategic Plan shall translate the community vision into actionable goals, objectives, and initiatives that are realistic, achievable, and aligned with the City's operational and budgetary processes.

The process shall be conducted in a proactive, transparent, and collaborative manner that fosters engagement, alignment, and community confidence. The methodology shall accommodate both active and passive participation and clearly document how community input is collected, evaluated, and incorporated into the final vision and Strategic Plan.

The Strategic Plan shall include the development of meaningful, measurable, realistic, and outcome-oriented Key Performance Indicators (KPIs) to enable the City to monitor progress toward implementation of the vision and strategic goals. KPIs shall be designed for practical use by City staff and elected officials and shall support ongoing performance monitoring, reporting, and informed decision-making.

## **2.2 DELIVERABLES**

At a minimum, the visioning and strategic planning process and final documents shall include the following deliverables and outcomes:

- A. **Community Vision and Consensus Building:** Facilitate a community-driven process that helps stakeholders reach consensus on the priorities that are essential to the continued health, growth, redevelopment, and overall quality of life in the City of

Wilton Manors. The Consultant shall document engagement methods, participation levels and key findings.

- B. **Evaluation of Public Facilities and Services:** Assess existing and future public facilities, infrastructure, and services, including evaluation of capacity, condition, relevance, and opportunities for enhancement or repurposing. The assessment shall identify how City resources may be allocated to maintain or improve service levels while supporting the community vision.
- C. **Built Environment, Sustainability, and Identity:** Identify opportunities to strengthen community character and enhance long-term environmental, social, and economic sustainability.
- D. **Strategic Goals and Implementation Actions:** Translate the community vision into clearly defined strategic goals, objectives, and prioritized action items. For each action, identify recommended implementation strategies, relative priority level, anticipated timeframe, and opportunities for monitoring, updating, and marketing the vision.
- E. **Implementation, Prioritization, and Budget Alignment:** Provide a structured framework to organize and prioritize City initiatives and resources. The Strategic Plan shall demonstrate alignment among goals, objectives, action items, and capital planning considerations to support informed decision-making during future planning and budget cycles.
- F. **Performance Management and Key Performance Indicators (KPIs):** Develop a comprehensive performance management framework that includes clearly defined Key Performance Indicators (KPIs) for each strategic goal. KPIs shall, at a minimum:
  - a. Be measurable, realistic, and time-bound
  - b. Identify baseline conditions and desired performance targets
  - c. Identify responsible department(s), functional area(s), or implementation partners, as applicable
  - d. Align with the City's operational, budgetary, and capital planning processes
  - e. Support ongoing monitoring, evaluation, and public reporting of progress
- G. **Final Strategic Plan and Supporting Materials:** Prepare a final Strategic Plan document and supporting materials suitable for adoption and implementation by the City Commission. Final deliverables shall be provided in both printable and editable electronic formats. The Consultant shall present the draft and final Strategic Plan to City leadership and the City Commission, as requested.

### 2.3 ADDITIONAL INFORMATION

The City's visioning and strategic planning process shall commence as soon as practicable following issuance of a Notice to Proceed and shall take no more than eight (8) months to complete, with the final Strategic Plan completed, adopted, and ready for implementation by January 2027. The Strategic Plan shall inform and guide the City's

budgetary and operational planning processes. Just as the visioning process guides the development of the Strategic Plan, the Strategic Plan shall drive the City's budget process.

## **2.4 TECHNICAL QUALIFICATION - GENERAL REQUIREMENTS**

The purpose of this section is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Strategic Planning & Visioning Services for the City of Wilton Manors in conformity with the requirement of this Request for Proposals. As such, the content of each Proposal will be evaluated based on what is deemed to be in the best interests of the City, including such factors as Proposer's experience and expertise in providing services for municipalities, the clarity and effectiveness of the proposed approach, references from entities for which the Proposer has previously provided similar services, and the qualifications of the personnel assigned to the project.

Cost information shall not be submitted or considered as part of this evaluation. After firms are ranked, the City intends to negotiate scope, schedule, and compensation with the highest-ranked firm. If negotiations are unsuccessful, the City reserves the right to terminate negotiations and proceed with the next highest-ranked firm.

Proposers should provide all information outlined in the Evaluation Criteria to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Criteria which will demonstrate the Proposer's understanding of the evaluation factors and capacity to perform the required services of this Request for Proposal. The maximum points that shall be awarded for each of the Evaluation Criteria are detailed and described below.

## **2.5 FIRM QUALIFICATIONS**

This section of the Proposal should demonstrate the ability of Proposer's ability to successfully perform the required work. Information provided shall address the firm's experience in performing similar municipal strategic planning engagements; demonstrated competence in the services to be provided; organizational strength and stability; staffing capacity; current work load; record of meeting schedules on comparable projects; and supportive client references.

### **2.5.1 Proposer should:**

(1) Provide an overview of the Proposer's organization, including size, qualifications, and years in business; form of the organization (corporation, partnership, sole proprietorship); number, size and location of office(s); and number of employees.

(2) Provide a general description of the firm's financial condition and identify any material conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete the project.

(3) **Provide a minimum of five (5) references for the projects cited as relevant experience and furnish the project, name, title, address, telephone number and email** of the person(s) at the client organization who is most knowledgeable about the work performed. Proposers may also supply references from other work not cited in this section as related experience.

(4) Describe the firm's experience in performing work of similar scope and complexity to that solicited herein and identify the participation of key personnel proposed for this engagement.

(5) Identify any proposed subcontractors, including company name, address, contact person, telephone number, email and project function. Describe prior working relationships with each subcontractor, if applicable.

## **2.6 MANAGEMENT AND KEY PERSONNEL**

This section shall describe the Proposer's management approach and identify key personnel proposed for assignment to the project.

### **2.6.1 Proposer shall:**

(1) Describe experience providing comparable services within the public sector, particularly for municipalities.

(2) Provide education, experience, and relevant professional credentials of key personnel.

(3) Furnish brief resumes (not more than one page each) for the proposed Project Manager and other key personnel.

(4) Identify the specific roles and responsibilities of key personnel and any subcontractors.

(5) Include a project organization chart clearly illustrating communication and reporting relationships.

(6) Provide a statement affirming that designated key personnel will be assigned for the duration of the project and will not be removed or replaced without prior written approval of the City.

## **2.7 METHODOLOGY AND UNDERSTANDING OF SERVICES**

The Proposer shall provide a narrative demonstrating its understanding of the City of Wilton Manors' needs and describing the proposed approach to performing the services.

### **2.7.1 Proposer shall:**

- (1) Describe the proposed methodology for completing the services identified in the Scope of Services.
- (2) Provide a proposed project schedule identifying major milestone and anticipated completion timeframe. Identify assumptions used in developing the schedule.
- (3) Provide a statement confirming the ability to commence services upon issuance of a Notice to Proceed.
- (4) Identify any recommended procedural or technical enhancements that support the objectives of the Scope of Services without materially altering its intent.

## Section 3 – Procurement Instructions

### 3.1 QUESTIONS

Any questions relative to interpretation of specifications or the proposal process must be e-mailed to Ariel Montalvo at [amontalvo@wiltonmanors.com](mailto:amontalvo@wiltonmanors.com) by **March 30, 2026, 7:00 a.m., EST**. Answers to all questions will be included in an Addendum to the RFP and will be posted on the City's website on **April 6, 2026**. It will be the responsibility of the Proposer to review the answers to these questions prior to submitting a Proposal. It is the Proposer's responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City's website.

Written questions received after 7:00 am, **March 30, 2026, 7:00 a.m.** may not be answered. Only written questions answered by a formal written Addendum will be binding.

### 3.2 SUBMISSION OF PROPOSALS

**3.2.1 Proposer shall submit one (1) original and four (4) paper copies of the proposal in the prescribed form under Section 3.3 along with a single flash drive containing the RFP response in Adobe PDF format.** All copies and flash drive must be plainly marked by the Proposer with the Proposer name, date and this RFP Title and number.

**3.2.2** Sealed proposals must be received on or before **April 13, 2026, at 11:00 a.m., EST**, at the Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305. The City Clerk's office hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday, except City holidays. Any proposal received after the specified time will be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

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

**Proposal For:** Strategic Planning Consultant  
**RFP Number:** RFP # 2026-09  
**To Be Opened:** April 13, 2026 at 11:00 a.m.

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

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

**3.2.6** All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in the possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that his or her proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.

**3.2.7 Incurred Expenses** - The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.

**3.2.8 Interviews / Presentations** - The Evaluation Committee may conduct discussions with no less than three (3) firms and may require presentations by those respective firms, regarding their qualifications, approach to the project, and ability to furnish the required services, capabilities, adequacy of personnel, past record, experience and whether it fulfills a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. The City shall not be responsible for any expenses incurred for presentations. Presentations/Oral Interviews are closed to the Public per Chapter 286, as amended, of the Florida Statutes.

**3.2.9 Request for Modification** - The City reserves the right to request that the Proposer modify his/her proposal to fully meet the needs of the City.

**3.2.10 Request for Additional Information** - The Proposer shall furnish such additional information as the City of Wilton Manors may reasonably require. This includes information that indicates financial resources. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.

**3.2.11 Acceptance, Rejection, or Modification to Proposals** - The City of Wilton Manors reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the most responsive and responsible Proposer is described in Section 4 of this document.

The City Manager and City Commission reserve the right to reject any or all submittals, in whole or in part, when it is determined to be in the best interest of the City. The Chief Procurement Officer shall not accept a submittal from any Proposer who is in default on the payment of taxes, licenses or other moneys due to the City.

**3.2.12 Proposals Binding** - All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.

**3.2.13 Addendum and Amendment to Request for Proposal** - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website, and will distribute it via email to all identified prospective Proposers.

**3.2.14 Economy of Preparation** - Proposals should be prepared simply and economically, providing a straight forward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.

**3.2.15 Proprietary Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Requests for Proposal and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

**3.2.16 Proposals Will Not Be Returned** - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Wilton Manors and will not be returned to the Proposer. In the event of

contract award, all documentation produced as part of the contract will become the exclusive property of the City.

- 3.2.17 Proposer's Certification** - By submitting a proposal, the Proposer certifies that he/she has fully read and understands the proposal method, meets the requirements and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.2.18** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from Ariel Montalvo, Purchasing Coordinator, at [amontalvo@wiltonmanors.com](mailto:amontalvo@wiltonmanors.com) or on [www.wiltonmanors.com](http://www.wiltonmanors.com).
- 3.2.19** Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.
- 3.2.20 Proposer's Responsibility to Be Informed** - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.
- 3.2.21 Cone of Silence** - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City's Purchasing Coordinator, Ariel Montalvo at [amontalvo@wiltonmanors.com](mailto:amontalvo@wiltonmanors.com). Communications initiated by a Proposer to anyone other than the City's Purchasing Coordinator may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

### **3.3 FORMAT AND CONTENTS**

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

**3.3.2 Tab 1 - Table of Contents**

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

**3.3.3 Tab 2 - Letter of Transmittal**

**3.3.3.1** Limit to one or two pages.

**3.3.3.2** Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.

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

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

**3.3.4 Tab 3 - General Information**

**3.3.4.1** Name of Business.

**3.3.4.2** Mailing Address and Phone Number and **email address**.

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

**3.3.4.4** Normal business hours.

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

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

**3.3.4.7** Give the location of the office from which the work is to be performed.

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

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

**3.3.4.10** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFP for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. If

applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, City, etc., are the responsibility of the Proposer.

**3.3.4.11** How did you hear about the RFP? Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Wilton Manors is always looking for ways to improve its services.

### **3.3.5 Tab 4 – Project Approach**

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

**3.3.5.2** Ensure that your qualifications fully address all requirements of the Scope of Services and all other requirements set forth in this RFP.

**3.3.5.3** In addition to the information required in the Evaluation Form (Project Understanding & Approach), provide the following information:

Work Plan: Firms submitting should demonstrate their understanding of the project. Provide a proposed timeline for the completion of the project. Outline timeline describing anticipated project tasks (in sequence) and anticipated deliverables.

**3.3.5.4** Include a statement indicating ability to begin work with minimum notice.

**3.3.5.5** Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of Services.

### **3.3.6 Tab 5 – Experience and Qualifications**

**3.3.6.1** In detail, describe experience and qualifications of the firm's ability to successfully perform functions of the scope of work. Provide listing of key staff that will perform the services identified in this RFP and their current, relevant experience. Identify qualifications by listing relevant certifications, specializations, and their credentialing bodies of key staff. This may be included as a resume.

**3.3.6.2** Include a project organizational chart which clearly delineates communication/reporting relationships among key personnel.

**3.3.6.3** Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person

designated as “key” to the project shall be removed or replaced without prior written concurrence of the City of Wilton Manors.

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

**3.3.6.5** Firms should submit the resumes of key people.

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

**3.3.6.7** Describe the Proposer’s Project Management and Capacity to ensure the vision for the City and Strategic Plan are fulfilled.

**3.3.6.8** Provide examples of completed strategic planning efforts and outcomes.

**3.3.7 Tab 6 – Required Attachments**

**3.3.7.1** Include Pricing Proposal.

**3.3.7.2** Indicate whether the Proposer is willing to accept payment via the City’s P-Card (Mastercard/credit card). If so, are there any fee(s) associated with using a P-Card?

**3.3.8 Tab 7 – Required Attachments**

**3.3.8.1** Include Proposal Submittal Signature Form, page 28.

**3.3.8.2** Include Attachments A – I, pages 29 – 41.

## **Section 4 – Review and Evaluation Process**

### **4.1 REVIEW AND EVALUATION**

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

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

- 4.1.1** The City reserves the right to require live or web-based presentations/demonstrations from any or all Proposers.
- 4.1.2** The Evaluation Committee will rank all accepted Proposal according to the criteria listed herein.
- 4.1.3** Contract negotiations will then be conducted with the highest ranked Proposer and the negotiated contract will be submitted to the City Commission for final approval.
- 4.1.4** The City reserves the right to reject any and all Proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.
- 4.1.5** **If negotiations with the highest ranked Proposer fail, the City will then begin negotiations with the second-ranked firm, and so on.**
- 4.1.6** For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>1</b>	<b>Attachment A – Non-Discrimination Affidavit</b>	<b>Pass/Fail</b>
<b>2</b>	<b>Attachment B – Domestic Partnership Certification</b>	<b>Pass/Fail</b>
<b>3</b>	<b>Attachment C – Non-Debarment Affidavit</b>	<b>Pass/Fail</b>
<b>4</b>	<b>Attachment D – Drug-Free Workplace Certification</b>	<b>Pass/Fail</b>
<b>5</b>	<b>Attachment E—Non-Collusive Affidavit</b>	<b>Pass/Fail</b>
<b>6</b>	<b>Attachment F – Certification Pursuant to Florida</b>	<b>Pass/Fail</b>
<b>7</b>	<b>Attachment G – E-Verify Form for all Solicitations</b>	<b>Pass/Fail</b>
<b>8</b>	<b>Attachment H – Compliance with Foreign Entity Laws Affidavit</b>	<b>Pass/Fail</b>
<b>9</b>	<b>Attachment I – Compliance with Ant-Human Trafficking Laws</b>	<b>Pass/Fail</b>

<b>10</b>	<b>Understanding of nature, scope and Proposer’s ability to perform required services</b>	<b>10</b>
<b>11</b>	<b>Experience and Qualifications of the Project Team</b>	<b>25</b>
<b>12</b>	<b>Project Approach, Procedures, Techniques, and Methodologies</b>	<b>25</b>
<b>13</b>	<b>Demonstrated Experience on Similar Projects</b>	<b>15</b>
<b>14</b>	<b>Project Management &amp; Capacity</b>	<b>10</b>
<b>15</b>	<b>Price Proposal</b>	<b>15</b>

**4.1.7** Tie Submittals – If the determination of the lowest responsive, responsible Proposer results in a tie, the provisions of Section 2-58 (e)(8) of the City’s Code of Ordinances must be followed.

## Section 5 – General Terms and Conditions

### 5.1 GENERAL AND LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Any conflicts between this RFP and applicable and preemptive State laws shall be resolved in favor of the preemptive law. The City shall have sole discretion of determining whether there are any conflicts with this RFP and any firms under contract.

**5.1.1 Non-Discrimination** - Section 2-59 of the City’s Code of Ordinances states in part:

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

The Proposer agrees to abide by all provisions of the City Code of Ordinances, including Section 2-59.

- 5.1.2 Non-Discrimination Affidavit** - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.
- 5.1.3 Domestic Partnership Affidavit** – Proposers shall submit an executed copy of Domestic Partnership Affidavit attached to the Request for Proposal – Attachment B.
- 5.1.4 Non-Debarment Affidavit** - The Proposer shall submit an executed copy of the Debarment Affidavit attached to this Request for Proposal – Attachment C.
- 5.1.5 Drug-Free Workplace** – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment D.
- 5.1.6 Non-Collusive Affidavit**—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment E.
- 5.1.7 Certification Pursuant to Florida Statute § 287.135** – The Proposer shall submit an executed copy of the Certification Pursuant to Florida Statute § 287.135 – Attachment F.
- 5.1.8 E-Verify Affidavit**—The Proposer shall submit an executed copy of E-Verify Form Affidavit—Attachment G.
- 5.1.9 Compliance with Foreign Entity Laws Affidavit**—The Proposer shall submit an executed copy of the Compliance with Foreign Entity Laws Affidavit— Attachment H.
- 5.1.10 Compliance with Anti-Human Trafficking Laws Affidavit**—The Proposer shall submit an executed copy of the Compliance with Anti-Human Trafficking Laws Affidavit—Attachment I.
- 5.1.11** This Request for Proposal and the Proposer’s submittal shall be included and incorporated into the final award.
- 5.1.12 Small and Minority Businesses, Women’s, and Labor Surplus Firms Participation** The City encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms.

## **5.2 APPLICABLE LAW AND VENUE**

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

### **5.3 CONDITIONS OF SUBMITTALS**

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

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

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

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

### **5.4 TERMS AND CONDITIONS OF AGREEMENT**

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

### **5.5 DISCUSSION WITH RESPONSIBLE PROPOSERS**

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

### **5.6 EXECUTION OF AGREEMENT**

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

### **5.7 CONFLICT OF INTEREST**

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

The Proposer, by affixing his signature to the submittal's "Letter of Transmittal", declares that the submittal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a submittal on the same items and without any outside control, collusion or fraud. By signing the submittal, the Proposer further declares that no City Commission Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity.

#### **5.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFIED PERIOD**

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

#### **5.9 PUBLIC ENTITY CRIMES**

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

#### **5.10 FLORIDA PROMPT PAYMENT ACT**

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

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

#### **5.11 INSURANCE REQUIREMENTS**

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

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

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the highest ranked Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The highest ranked Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$ 1,000,000.00            Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

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

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

(c) Professional/Errors & Omissions - \$250,000.00

(d) Employee dishonesty/theft - \$250,000.00

(e) **Cyber Liability** including Network Security and Privacy Liability; Data Recovery and Loss of Business Income; Privacy Regulatory Defense and Penalties; Crisis Management; Data Extortion, with a limit of liability no less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

**5.11.2** ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF WILTON MANORS SHALL BE NAMED AND LISTED AS AN ADDITIONAL INSURED. Insurance Companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be

canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the Contractor receives notice of cancellation from its insurance company, the Contractor shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.

**5.11.3** The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

**5.11.4** The Contractor shall not commence work under the Contract until obtaining all of the minimum insurance herein described.

**5.11.5** The Contractor agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of the City.

**5.11.6** The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

**5.11.7** The highest ranked Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Wilton Manors as additional insured.

## **5.12 CODE OF ETHICS**

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

## **5.13 PATENTS, ROYALTIES AND COPYRIGHT**

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

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

## **5.14 INDEMNIFICATION**

**5.14.1 GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and

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

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

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

## **5.15 WARRANTIES**

**5.15.1** Contractor warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which successful Proposer is a party.

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

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

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

## **5.16 ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM**

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

Contractors working under any subsequent agreement made pursuant to this RFP shall not give preference to subcontractors based on social, political, or ideological interests. A violation of the terms in this section shall result in termination of any agreement entered into pursuant to this RFP and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

## **5.17 MISCELLANEOUS**

- 5.17.1** If the value of this Agreement is \$100,000 or more, CONTRACTOR shall disclose to CITY any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or proposing any contract, CONTRACTOR must also provide a copy of such disclosure to the Department of Financial Services.
- 5.17.2** Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by CONTRACTOR in connection with performing the Project, whether finished or unfinished (“Documents and Work”), shall be owned by CITY, and CONTRACTOR hereby transfers to CITY all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days after expiration or termination.
- 5.17.3** Prohibited Telecommunications. CONTRACTOR represents and certifies that CONTRACTOR and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.
- 5.17.4** Regulatory Capacity. Notwithstanding the fact that CITY is a political subdivision with certain regulatory authority, CITY’s performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If CITY exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to CITY’s regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to CITY as a party to this Agreement.

- 5.17.5** Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by either party to be sued by a third party in any matter arising out of this Agreement.
- 5.17.6** Conflicts. Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of CONTRACTOR's officers or employees shall serve as an expert witness against CITY in any legal or administrative proceeding in which they or CONTRACTOR is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.
- 5.17.7** Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party granting the waiver.
- 5.17.8** Use of Parties' Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the other party. Consent to use the CITY's logo may be provided by the Project Manager.

## **5.18 PUBLIC RECORDS**

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

- 5.18.1** Keep and maintain public records required by the CITY to perform the service;
- 5.18.2** Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

- 5.18.3** Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and
- 5.18.4** Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 5.18.5** The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

**IF THE 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**

**CITY CLERK  
2020 WILTON DRIVE  
WILTON MANORS, FLORIDA 33305  
(954) 390-2123  
[cityclerk@wiltonmanors.com](mailto:cityclerk@wiltonmanors.com)**

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

**PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority submitting this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

---

Company Name

---

Telephone #

Fax #

E-mail

---

Main Office Address

---

City

State

Zip Code

---

Address of Office Servicing City of Wilton Manors, if different than above

---

City

State

Zip Code

---

Name & Title of Firm Representative

---

Telephone #

Fax #

E-mail

---

Signature

Date

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

ATTACHMENT A

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, 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 such classes or in retaliation for or opposition to any such practices against any employee of, any City employee working with, or applicant for employment 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 2-60 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 \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Signature of Notary)  
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: \_\_\_\_\_

**ATTACHMENT B**

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-58(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-58(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

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

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

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

Company: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Signature of Notary)  
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: \_\_\_\_\_

CITY OF WILTON MANORS, FLORIDA

ORDINANCE NO. 2013 – 0013

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

Effective October 1, 2013

**Section 3:** Section 2-58 of the Code of Ordinances is amended by creating Subsection (v) as follows:

**Section 2-58(v).**

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

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

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

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

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

- (1) A biological child or adopted child of a domestic partner; or
- (2) A dependent as defined under IRS regulations; or
- (3) A ward of a domestic partner as determined in a guardianship proceeding.

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

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

2. **Equal Benefits Requirements.**

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

- B. As part of the solicitation response, the Contractor shall certify that the Contractor:
  - 1. Currently complies with the conditions of this Section; or
  - 2. Will comply with the conditions of this Section at time of contract award; or
  - 3. Will not comply with the conditions of this Section at time of contract award; or
  - 4. Does not need to comply with the conditions of this Section because of allowable exemption.

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

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

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

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section under the following circumstances:
  - 1. Where only one (1) solicitation response is received;
  - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
  - 3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.
- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

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

ATTACHMENT C

**NON-DEBARMENT AFFIDAVIT**

\_\_\_\_\_ Being first duly sworn, deposes and says that:

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

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 agency; and
2. The Proposer has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Proposer is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Proposer has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The 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 with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

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

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

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

(Seal)

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

(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: \_\_\_\_\_

ATTACHMENT D

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

\_\_\_\_\_  
VENDOR'S SIGNATURE

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

**ATTACHMENT E  
NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He/she is the \_\_\_\_\_,(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

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

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

Company: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Signature of Notary)  
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: \_\_\_\_\_

**ATTACHMENT F**

**CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 287.135**

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

certify that \_\_\_\_\_ :  
**Company Name**

1. Does not 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 Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or 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 of \$100,000 or more 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 Cuba or 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 Cuba or 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.

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

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

**ATTACHMENT G**  
**E-Verify Form for All Solicitations:**  
**CITY OF WILTON MANORS**  
**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

**TO BE RETURNED WITH PROPOSAL**

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

Project No.: \_\_\_\_\_

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

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

Contractor Name

\_\_\_\_\_

\_\_\_\_\_ Printed

Name

Contractor

Representative

Authorized

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_ (Signature of Notary Public - State of Florida)

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

\_\_\_\_ Personally Known

\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

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

**ATTACHMENT H  
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS  
CITY OF WILTON MANORS**

**TO BE RETURNED WITH PROPOSAL/BID**

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_                      Signed: \_\_\_\_\_

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

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

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

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

**ATTACHMENT I**

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an adult resident of the State of Florida.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_

ENTITY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

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

SWORN TO (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ for \_\_\_\_\_ (name of Entity).

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

\_\_\_\_\_  
Personally Known OR  
Produced Identification

\_\_\_\_\_  
Type of Identification Produced

**END**