

AGREEMENT

THIS IS AN AGREEMENT, dated the 29 day of May, **2019**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

FLORIDA TECHNICAL CONSULTANTS, a **GIS Service provider vendor** authorized to do business in the State of Florida, with a business address of **533 East Ocean Avenue, Suite #2, Boynton Beach, FL 33435** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **March 21, 2019**, the CITY advertised its notice to proposers of the CITY's desire to hire a firm to provide **Geographic Information System (GIS) Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said proposal entitled:

RFP 2019-2-UTL
"GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES"

1.2 On **April 18, 2019**, the proposals were opened at the offices of the City Clerk.

1.3 On 29 day of May, **2019**, the CITY awarded the proposal to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **Geographic Information System (GIS) Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**RFP 2019-2-UTL**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Proposal Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on May 29, 2019 and terminating on May 28, 2022. This Agreement may be renewed for up to one (1) additional two (2) year terms, subject to the written consent and agreement between the Parties.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies,

plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

3.4 **SCRUTINIZED COMPANIES.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subContractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subContractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in the **PRICING SHEET, Exhibit "A"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

Florida Technical Consultants, LLC.
Attn: James Barton, P.E.
Post Office Box 850
Boynton Beach, FL 33435-0850

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 **INSURANCE**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including

attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subContractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subContractor to commence work on his subcontract until all similar such insurance required of the subContractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subContractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subContractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.1 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 7.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subContractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subContractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subContractors shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR

and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

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

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

10.1.2 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;

10.1.3 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 the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 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 the 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.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this 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
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
ksims@coopercityfl.org**

**ARTICLE 11
FEMA REQUIREMENTS**

Any reference made to CONTRACTOR in this section shall also apply to any SubContractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subContractor or lower tier subContractor with all of these contract clauses:

11.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

11.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

11.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- (4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subContractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

11.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

11.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and SubContractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(1) Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.”

11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of

a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

11.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

11.3.9 Recovered Materials.

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule
 - (ii) Meeting Contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.3.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.3.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

- (1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the

date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.3.13 No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

11.3.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.3.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

ARTICLE 12 **MISCELLANEOUS**

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

12.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based

upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY City Manager
 City of Cooper City
 9090 S.W. 50th Place
 Cooper City, Florida 33328
 Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

Contractor **James Barton, P.E.**
 Florida Technical Consultant, LLC.
 533 East Ocean Avenue, Suite #2
 Boynton Beach, FL 33435

E-mail: jbarton@fltechinc.com
Telephone No: 561-810-8323
Cell phone No: 954-914-8488

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.


12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

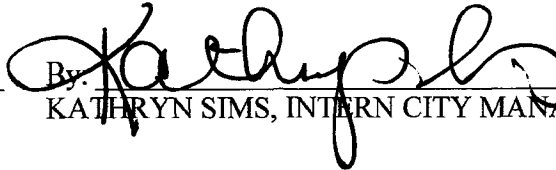
CITY:

CITY OF COOPER CITY, FLORIDA

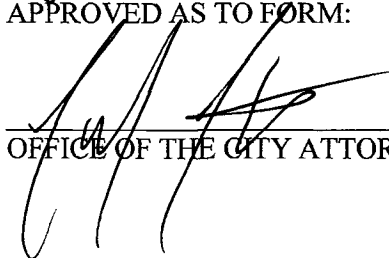
ATTEST:



JENNA MONTOYA,
ACTING CITY CLERK


By: _____
KATERYN SIMS, INTERN CITY MANAGER

APPROVED AS TO FORM:



OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

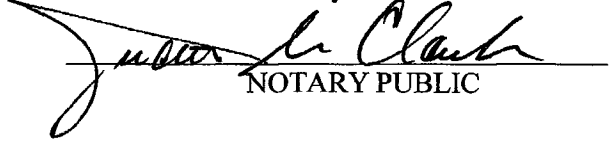
FLORIDA TECHNICAL CONSULTANT, LLC.

By: _____
Name: James Barton
Title: President

STATE OF Florida
COUNTY OF Palm Beach

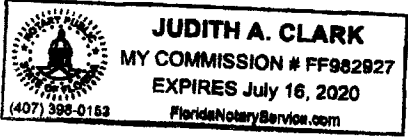
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared James Barton as President of **Florida Technical Consultant, LLC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Florida Technical Consultant, LLC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 1 day of May, 2019.



NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)





CITY OF COOPER CITY, FLORIDA

Request for Proposals

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES RFP 2019-2-UTL

For information contact:

Kerri Anne Fisher
Purchasing Agent
Tel: 954-434-4300 ext. #268
Purchasing@CooperCityFL.org

Release Date: Thursday, March 21, 2019

Due Date: Thursday, April 18, 2019

**CITY OF COOPER CITY
NOTICE TO PROPOSERS**

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed proposals from qualified contractors to provide continuing Geographic Information System (GIS) Services, in accordance with the terms, conditions, and specifications contained in the solicitation.

**GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES
RFP 2019-2-UTL**

The detailed Request for Proposals (RFP) may be obtained online at www.DemandStar.com or from the Office of the City Clerk located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328, 8:00AM through 5:00PM, Monday through Friday.

Proposals must be received in the City Clerk's Office no later than 3:00PM (EST), Thursday, April 18, 2019. The outside of the envelope or box containing one (1) identified, unbound original, three (3) copies and one (1) electronic copy (CD or flash drive) of your proposal must be clearly marked "**RFP 2019-2-UTL, GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES**".

Questions and requests for information relative to this RFP should be directed to Kerri Anne Fisher, Purchasing Agent. Please email questions to Purchasing@CooperCityFL.org.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/proposals and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposals between a potential vendor, service provider, proposer, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY
Kathryn Sims, City Clerk

Please publish one (1) time on:

Thursday, March 21, 2018

Please send invoice and proof of publication to:

Jenna Montoya, Assistant. City Clerk
City of Cooper City
PO Box 290910
Cooper City, FL 33329-0910
JMontoya@CooperCityFL.org

SECTION I – INTRODUCTION AND INFORMATION

1.1 PURPOSE

The City of Cooper City, Florida is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide continuing Geographic Information System (GIS) Services. All materials, labor, materials, tools, equipment, machinery, superintendence, mobilization, supervision, supplies, expertise, and services will be provided by the awarded proposer, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00PM (EST), Thursday, April 18, 2019, or any time prior thereto, at the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified. All bids received after that time will not be accepted and shall be returned to the Proposer.

1.2.2 Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form.

1.2.3 The completed, signed bid must be submitted in a SEALED ENVELOPE clearly marked with the Bid Title. Bids mistakenly opened by City staff, due to failure of the Proposer to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

1.2.5 The City encourages early submittal of bids. Late bids will be rejected.

1.3 PRE-PROPOSAL CONFERENCE - NONE

1.4 ELIGIBILITY AND COMPETENCY OF PROPOSERS

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5 CONTRACT TERM

1.5.1 The contract shall be for an initial period of three (3) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for two (2) years under the same terms and conditions, if mutually agreed upon by both parties.

1.5.2 Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be located at Cooper City Building Department.

1.7 PRICE

Proposer will quote firm, fixed hourly rates for each job classification needed to perform the work described in the Scope of Services.

1.8 COST ADJUSTMENTS - N/A

1.9 METHOD OF AWARD

1.9.1 See Section VI - Consideration for Award/Award Procedures.

1.9.2 Proposer must bid on all items listed on Bid Form to qualify for award of the contract.

1.9.3 The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Proposer, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4 Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5 The City shall award a contract to a Proposer through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Proposer's Proposal, the Contract referenced and the task orders are collectively an integral part of the contract between the City and the successful Proposer.

1.9.7 While the City Commission may determine to award a contract to a Proposer(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Proposer shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Proposer is in default, the City, through the Purchasing Agent, will void its acceptance of the Proposer's offer and may determine to accept the offer from the second lowest responsive, responsible Proposer or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Proposer as a result of damages or excess costs sustained and/or may prohibit the Proposer from submitting future Bids for a period of one year.

1.9.8 The City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Proposer hereby acknowledges and agrees to this right of the City.

1.10 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via telephone at (954) 434-4300 x #268 or email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Request for Proposals Issued and Advertised	Thursday, March 21, 2019
Last Date for Receipt of Questions of a Material Nature	Thursday, April 11, 2019
PROPOSAL DUE (Prior to 3:00 PM EST)	Thursday, April 18, 2019
Evaluation Committee Review and Short-listing of Proposals	Week of May 6, 2019
Anticipated Date Short-listed Firms will be Notified and Scheduling of Oral Interviews	Week of May 13, 2019
Oral Interviews with Finalists and Ranking of Firms	Week of May 20, 2019
Recommendation of Award Issued to City Commission	Tuesday, June 11, 2019
Anticipated Award of Contract by City Commission	Tuesday, June 26, 2019

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1 BID TABULATIONS

Proposers desiring a copy of the bid tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID

If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Proposer shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at P.O. Box 290910, Cooper City, FL 33329-0910, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to Accounting@CooperCityFL.org.

3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

3.5 EQUIVALENTS

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Proposal, he shall so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

3.6 MISTAKES

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Proposer's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

3.7 CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.9 CANCELLATION

In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Agent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.10 PROTESTS, APPEALS AND DISPUTES

Protests shall be submitted in writing to the Purchasing Agent no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Proposer, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Proposer is awarded a contract under this bid solicitation, the prices quoted by the Proposer on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

3.12 COMPLETE PROJECT REQUIRED

Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the or from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

3.13 PRICES QUOTED

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

3.14 UNDERWRITERS' LABORATORIES (the "UL")

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

3.16 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.17 LEGAL REQUIREMENTS

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

3.18 PATENTS AND ROYALTIES

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from 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 Cooper City, 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 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.

3.19 OSHA

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

3.20 ANTI-DISCRIMINATION

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.21 DEFAULT

In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

3.22 SUBSTITUTIONS

The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Proposer's expense.

3.23 PROPOSER'S FACILITIES

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.24 DISCLAIMER

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

3.25 EVIDENCE

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.

3.26 DEMONSTRATION OF COMPETENCY

3.26.1 Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.26.2 The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.26.3 The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Proposer's Bid may render the Bid non-responsive.

3.26.4 The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.27 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.28 INDEMNIFICATION

The successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

3.29 NON-EXCLUSIVE

The City retains the right to procure services from other providers.

3.30 SUNSHINE LAW

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Proposer acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.31 FORCE MAJEURE

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

3.32 COLLUSION

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his Bid with other Proposers and has not colluded with any other Proposer or parties to this Bid whatsoever. The Proposer certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid:

3.32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

3.32.2 Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

3.32.3 No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.32.4 The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

3.32.5 No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

3.33 CONE OF SILENCE

- a. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid between:
 - i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
 - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee.

- b. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.

- c. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;
- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- d. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- e. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.34 ELIGIBILITY

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

3.35 TIE BIDS/PREFERENCE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City 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. In order to have a drug-free workplace program, a business shall:

3.35.1 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 action that will be taken against employees for violations of such prohibition.

3.35.2 Inform employees about the dangers of drug abuse in the workplace, the business' 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.

3.35.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

3.35.4 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-contender 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.

3.35.5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

3.35.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.36 SPOT MARKET PRICING - N/A

3.37 PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.38 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

3.39 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.40 CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.41 GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.42 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.43 AUDITS

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.44 PUBLIC RECORDS:

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

- G. In accordance with Section 119.0701(1)(a), Florida Statutes, **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 CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
KSIMS@COOPERCITYFL.ORG

[END OF SECTION]

SECTION IV - SPECIAL CONDITIONS

4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

4.2 TIME OF COMPLETION

Time is a very important factor in the performance of this work. Work must be performed in a timely manner, and a schedule for completion will be negotiated for each task assigned. Late work may be considered a violation and may void the contract, and/or preclude the Contractor from bidding additional projects for the City, until such time that the work has been satisfactorily completed and inspected.

4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

Contractors shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy close(s) shall be issued by an insurer of recognized responsibility and rated no less than "A" by the A.M. Best Company or similar insurance rating firm. Such policy close(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and shall provide that the City shall be given 30 days advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer.

4.3.1 COMPREHENSIVE GENERAL LIABILITY INSURANCE - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.

4.3.2 WORKERS' COMPENSATION INSURANCE - Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment

4.3.3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE - Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

4.3.4 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies.

4.3.5 Builder's Risk Insurance - NOT REQUIRED FOR THIS BID - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1 and 4.3.3 above.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

4.4 PERMITS, FEES AND NOTICES

4.4.1 The City shall pay ONLY CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent and using department without delay.

4.4.2 The Successful proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

4.4.3 The Successful proposer shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5 BONDS

4.5.1 PERFORMANCE/PAYMENT BOND - NOT REQUIRED FOR THIS BID

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Proposer.

4.5.2 BID BOND - NOT REQUIRED FOR THIS BID

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Proposer's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attached) issued by an authorized surety.

The Bid security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Proposer fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Proposers will be returned.

The Bid security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned

within 21 days after the Bid opening.

4.6 VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

4.7 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

4.9 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

4.11 CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

4.12 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number. All invoices must reference the applicable task order and/or Bid number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the

work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14 REQUESTS FOR MODIFICATION

The City reserves the right to request that the Proposer modify his bid to more fully meet the needs of the City.

4.15 PROPOSAL ACKNOWLEDGMENT

By submitting a bid, the proposer certifies that he has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. 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 conducted by the Broward Sheriff's Office.

4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.

4.18 ALTERNATE BIDS

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the solicitation which differs from the approach set forth in the solicitation.

An alternate bid may also be a second bid submitted by the same proposer which differs in some degree from its basic or prime bid.

Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids submitted.

4.19 ADDENDUM OR AMENDMENT TO SOLICITATION

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Agent shall furnish the revision by written Addendum and will place it on the City's website.

4.20 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 Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21 RECORDS RETENTION

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardee's place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22 CONTRACT DOCUMENT

The entire contents of this Request for Proposal along with the Proposer's Bid and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

4.23 PERFORMANCE STANDARDS

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR**;
- ii. the Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

4.24 LIQUIDATED DAMAGES - NOT REQUIRED FOR THIS BID

Liquidated damages of \$250 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

[END OF SECTION]

SECTION V - SCOPE OF SERVICES

5.1 SCOPE OF SERVICES

The Proposer shall perform, as needed, continuing GIS consulting services for the City. The applications for which consulting services will be needed will require close and frequent liaison with the City's Utilities Department, Public Works Department, and may be expanded to other departments. Priorities and delivery schedules will be established by the City's Utilities Director / City Engineer and may be changed or amended frequently. Most tasks will be web and web applications based, and may include but are not limited to, the following:

5.1.1 UPDATE AND CORRECT EXISTING DATA

5.1.1.1 Create web applications for the field collection of various City infrastructure assets

5.1.1.2 Update existing GIS desktop utility map and existing web based utility map to include all provided as-built information.

5.1.1.3 Attributes/Assets to be added/verified include:

5.1.1.3.1 Boundaries

5.1.1.3.1.1 Service Area boundaries

5.1.1.3.1.2 Neighborhood/ Subdivision Boundaries

5.1.1.3.1.3 Municipal Boundaries

5.1.1.3.1.4 Utility Service Area

5.1.1.3.1.5 Zoning Map

5.1.1.4 Pipelines:

5.1.1.4.1 Material (Pipe & Casing)

5.1.1.4.2 Year Constructed/ Rehabilitated

5.1.1.4.3 Diameter (Pipe & Casing)

5.1.1.4.4 Abandoned vs in service

5.1.1.4.5 Flow Directions

5.1.1.4.6 Main break locations & year

5.1.1.4.7 Valve locations, type

5.1.1.5 Utility Easements - O.R. book & Page #

5.1.1.6 Manhole/ Cleanout

5.1.1.6.1 Rim & Invert elevations

5.1.1.6.2 Year Constructed/ Rehabilitated

5.1.1.7 Fire Hydrant

5.1.1.7.1 Number

5.1.1.7.2 Flow rating & recent test flow data

5.1.1.8 Lift Station

5.1.1.8.1 Number

5.1.1.8.2 Public VS Private

5.1.1.8.3 Pump information & design flow rate

5.1.1.8.4 Wet well Depth & influent/ effluent pipe data

5.1.1.8.5 Contributing areas/ cascading station information

5.1.1.9 Backflow Prevention Devices

5.1.1.9.1 Year Installed

5.1.1.9.2 Type/ size

5.1.1.9.3 Certification # & Date

5.1.1.10 Other assets may include light posts, trees, sidewalks, and streets.

5.1.2 Provide GIS data to third parties as directed by City.

5.1.3 Host accessible GIS data during the collection and quality control portion of the process and provide final data to the City.

5.1.4 Update existing GIS utility map to include City utility service area and facilities for use by City utility locating contract vendor.

5.1.5 Provide hyperlinks to as-builts on desktop utility map.

5.1.6 Provide training to City personnel as needed.

5.1.7 Special work orders for the development of GIS layers for various applications and/or related Capital Improvement project.

5.1.8 Evaluation of existing GIS system, and recommendations for future applications & improvements

5.2 ADDITIONAL INFORMATION

5.2.1 Experience – Three similar projects within the last three years one of which was in Broward County or five in Florida

5.2.2 Availability – Should have an office in the tri-county area and/or have a representative available for bi-weekly on site status meetings

5.2.3 References

5.2.4 Resume – Company and/or staff resume

5.2.5 Budget – The City intends to budget between \$25,000 & \$50,000 annually for these services

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[END OF SECTION]

SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

6.1 EVALUATION COMMITTEE

Proposals submitted will be evaluated by a three-member committee. The “Evaluation Committee” shall be selected by the City of Cooper City.

6.2 REVIEW OF PROPOSALS

The Evaluation Committee will use a points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional costs will be assigned to other Proposers. The Evaluation Committee will rank the firms and provide said ranking to the City Manager. Sealed dollar proposals will not be opened until the appropriate time.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

6.3 EVALUATION CRITERIA

Proposals will be evaluated using three sets of criteria. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price.

Item	Points
Understanding of the project and what is needed by the City as presented in the Letter of Transmittal (Tab 2) and the Proposal Form (Tab 1).	30
Reference forms describing experience, qualifications and past performance, including persons proposed for the project, facilities, equipment, and resources (Tab 3); and the Attachments (Tab 5).	40
Cost	30
TOTAL POSSIBLE POINTS:	100

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The committee will then make a recommendation to the City Commission for award.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its

deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

NOTE REGARDING PRICE: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

Second Lowest Proposer:

Second lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

Example:

Lowest cost = \$1,000

Second lowest cost = \$1,250

1250 – 1000 = 250

250 / 1000 = .25

.25 x 15 (max of 15 points, in this example) = 3.75

15 – 3.75 = 11.25 points to 2nd lowest proposer

6.4 FINAL SELECTION

The City Commission of the City of Cooper City will select a firm based upon the recommendation of the Evaluation Committee and the City Manager.

6.5 RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

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[END OF SECTION]

SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.33, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division
9090 SW 50th Place
Cooper City, Florida 33328
(954) 434-4300 x268
Purchasing@CooperCityFL.org

7.2 SUBMISSION OF PROPOSALS

The following material is required to be submitted by Thursday, April 18, 2019 at 3:00 PM EST for a contractor to be considered.

- A. AN UNBOUND ORIGINAL copy (so marked) of a Technical Proposal, THREE (3) copies and ONE (1) electronic copy (flash drive or CD/DVD). Proposal shall be submitted in the following format:

Tab 1: Proposal Form - Attachment A showing the Request for Proposals' subject, the contractor's name, primary contract, address and telephone number, and the submittal date.

Tab 2: Transmittal Letter - A signed letter of transmittal briefly stating the Proposers understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 120 days from the date of the proposal.

Tab 3: Reference Forms - Forms describing firm's experience, qualifications and past performance, including persons proposed for the project, facilities, equipment, and resources.

Tab 4: Technical Solution - A written narrative that provides an explanation of how the work will be completed.

Tab 5: Required Attachments - Executed copies of required attachments (Attachments C-L of this RFP). DO NOT INCLUDE "PRICING SHEET".

- B. The Contractor shall submit ONE (1) ORIGINAL, THREE (3) copies of a **PRICING SHEET IN A SEPARATE SEALED ENVELOPE** marked as follows:

“SEALED PRICING SHEET FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES”

- C. Proposer should send the completed proposal consisting of the two separate envelopes to the address below.

FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF YOUR PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF YOUR PACKAGE AND RENDER YOUR BID VOID.

Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

City of Cooper City, Florida

Proposal Form

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

RFP 2019-2-UTL

Proposal Due: Thursday, April 18, 2019 3:00 PM EST

For Information Contact:

Kerri Anne Fisher, Purchasing Agent
Purchasing@CooperCityFL.org

Release Date: Thursday, March 21, 2019

RETURN ONLY BID FORM AND ALL REQUIREMENT ATTACHMENTS

Submitted by: _____
(Company name)

Attachment A
(Page 2 of 5)

Project: GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES
Contract Identification: RFP 2019-2-UTL
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for ninety (90) days from the date of the bid opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Proposer represents, as more fully set forth in the Agreement that:
 - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
 - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
 - d. Proposer has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. **Bid Copies**
ONE (1) ORIGINAL, THREE (3) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. **Addenda, Additional Information-Contact with City Staff**
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized

Attachment A
(Page 3 of 5)

expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Agent, Kerri Anne Fisher. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, April 11, 2019 at 5:00PM,**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

- _____ Proposal Form
- _____ Reference Form
- _____ Public Entity Crimes (PEC) Form
- _____ ADA Affidavit
- _____ Business Entity Affidavit
- _____ Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
- _____ W-9, Request for Taxpayer Identification Number
- _____ Proof of Workers Compensation Insurance or Exemption
- _____ Proof of Liability Insurance
- _____ Ownership Disclosure Affidavit
- _____ Drug-Free Workplace Certificate
- _____ Employee Background Verification Affidavit
- _____ Scrutinized Companies Affidavit

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Attachment A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: _____

Address: _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Alternate Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Company's Website: _____

Remit to Address: _____

Remit to Contact: Name: _____ Tel: _____

Remit to Email: _____

Attachment A
 (Page 5 of 5)

PRICING SHEET

MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE!

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

<u>JOB CLASSIFICATION</u>	<u>RATE BY HOUR</u>
Project Manager	
Senior GIS Consultant	
GIS Analyst	
GIS Technician	
Clerical	

Submitted by: _____
 (Print)

Authorized Signature: _____
 (Sign)

Company Name: _____

Date: _____

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

Attachment B
REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation.

1. ENTITY/COMPANY NAME: _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT TITLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

2. ENTITY/COMPANY NAME: _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT TITLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

3. ENTITY/COMPANY NAME: _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT TITLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT C
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>

	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite City State

State and Date of Incorporation:

Signature of Affiant

Date

Print Name

<p>STATE: FLORIDA COUNTY: _____</p> <p>Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i></p> <p>_____ <i>Signature of Notary Public - State of Florida</i></p> <p>(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i></p> <p>Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____</p>
--

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
- _____ (a) Maintaining, defending, or settling any proceedings.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprieties of Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

PROPOSER'S LEGAL NAME

Attachment G

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 Requester's name and address (optional)

6 City, state, and ZIP code
 www.irs.gov

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

		-									
--	--	---	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [Click Here to Sign](#) Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment H

**REQUEST FOR PROOF OF
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.fuia.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	%
_____	_____	%
_____	_____	%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

 Signature of Affiant

 Print Name

 Date

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Signature of Affiant

Print Name

Date

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 __, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

Signature of Affiant

Print Name

Date

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>

	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT L

Scrutinized Companies Affidavit
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____, on behalf of _____,

Print Name and Title

Company Name

certify that _____ does not:

Company Name

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

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

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

 COMPANY NAME

 PRINT NAME

 TITLE

 SIGNATURE

STATE: FLORIDA	
COUNTY: _____	
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
<i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	
_____ <i>Name of Notary Typed, Printed, or Stamped</i>	
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	

City of Cooper City

Request



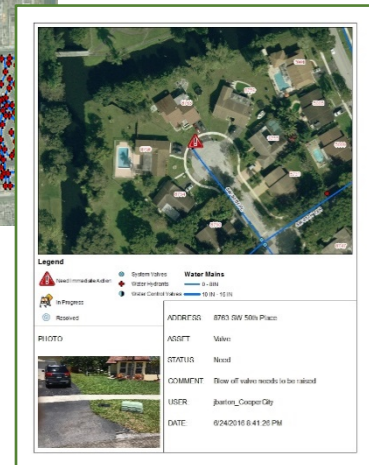
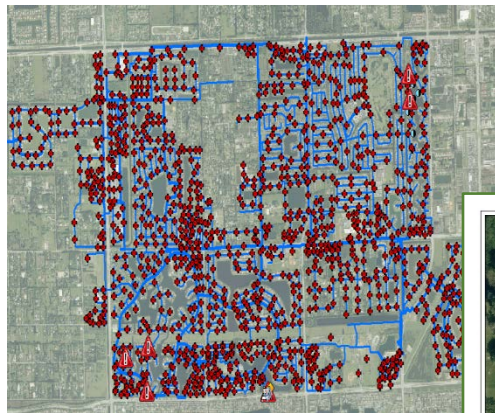
for

Proposals

GEOGRAPHIC INFORMATION SYSTEM (GIS) RFQ No. 2019-2-UTL

Submitted to:

City of Cooper City
City Clerk
9090 SW 50th Place
Cooper City, FL 33328.
RE: RFQ No. 2019-2-UTL



Submitted by:

Florida Technical Consultants, LLC
533 East Ocean Avenue, Suite # 2
Boynton Beach, FL 33435

Contact Person:

James Barton P.E., LEED AP 954-914-8488

jbarton@fltechinc.com www.fltechinc.com

April 18, 2019

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Tab 1: Proposal Form

Tab 2: Transmittal Letter

Tab 3: Reference Forms

Tab 4: Technical Solution

Tab 5: Required Attachments (C-L Plus Addendum # 1)



Tab 1: Proposal Form



City of Cooper City, Florida

Proposal Form

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

RFP 2019-2-UTL

Proposal Due: Thursday, April 18, 2019 3:00 PM EST

For Information Contact:

Kerri Anne Fisher, Purchasing Agent
Purchasing@CooperCityFL.org

Release Date: Thursday, March 21, 2019

RETURN ONLY BID FORM AND ALL REQUIREMENT ATTACHMENTS

Submitted by: FLorida Technical Consultants, LLC Submitted on 4/18/2019
(Company name)

Attachment A
(Page 2 of 5)

Project: GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES
Contract Identification: RFP 2019-2-UTL
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for ninety (90) days from the date of the bid opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Proposer represents, as more fully set forth in the Agreement that:
 - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
 - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
 - d. Proposer has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid Copies
ONE (1) ORIGINAL, THREE (3) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized

Attachment A
(Page 3 of 5)

expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Agent, Kerri Anne Fisher. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, April 11, 2019 at 5:00PM,**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

- Proposal Form
- Reference Form
- Public Entity Crimes (PEC) Form
- ADA Affidavit
- Business Entity Affidavit
- Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
- W-9, Request for Taxpayer Identification Number
- Proof of Workers Compensation Insurance or Exemption
- Proof of Liability Insurance
- Ownership Disclosure Affidavit
- Drug-Free Workplace Certificate
- Employee Background Verification Affidavit
- Scrutinized Companies Affidavit

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: Florida Technical Consultants, LLC
Address: 533 East Ocean Avenue, Suite # 2
Boynton Beach, FL 33435

Primary Contact: James Barton, P.E.
Title: President
Tel: 561-810-8323 Mobile: 954-914-8488
Email Address (Required): jbarton@fltechinc.com

Alternate Contact: Teresa Chapman
Title: Project Manager
Tel: 561-810-8323 Mobile: 954-260-6576
Email Address (Required): teresa.chapman@fltechinc.com
Company's Website: www.fltechinc.com

Remit to Address: Post Office Box 850
Boynton Beach, FL 33425-0850
Remit to Contact: Name: James Barton, P.E. Tel: 954-914-8488
Remit to Email: jbarton@fltechinc.com

Tab 2: Transmittal Letter



Dear Selection Committee Members

April 18, 2019

Florida Technical Consultants (FTC) is pleased to provide this proposal addressing:

GEOGRAPHIC INFORMATION SYSTEM (GIS) RFQ No. 2019-2-UTL

FTC has been providing GIS Services to the City of Cooper City since 2014. Together, FTC and the City developed the approach that is reflected in the Scope of Services. We understand the work to be done. We specialize in this approach to providing GIS services in a comprehensive yet cost-effective way. As an Engineering Firm, we have the unique combination of GIS and Engineering skills that are essential for the GIS to be successful, since it needs to be used by your staff. Our approach, provided in Tab 4, outlines the status and methodology for each task in the Scope of Work.

FTC is committed to continuing our program with Cooper City. Our staff are familiar with your staff, workflows and direction. We are in the process of developing applications for Utilities and Public Works. Our approach involves identifying the needs, developing an approach and delivering results in a timely manner. Cooper City was our first client and has always been considered our priority. We are located in Boynton Beach, an hour drive to Cooper City. Much of the work involves being on location to train or work with staff to develop data, with meetings typically lasting 1-2 hours. Since we also serve other clients in the area, Davie, Dania, Southwest Ranches with a similar workflow, we usually combine site visits to several local clients in a day, reducing costs by splitting drive time between municipalities. We also do remote training sessions further reducing costs.

FTC is the best qualified to perform GIS Support Service to Cooper City. Our expertise in the engineering data sets us apart from most, if not all GIS firms. Our expertise in GIS sets us apart from most, if not all engineering firms. Our familiarity with your data, staff and requirements means no learning curve. Our method of identifying and delivering projects in a timely manner has proven very successful in the past. We have built numerous data sets and applications for the City. We hope to continue growing your GIS capabilities.

The fees provided are irrevocable for 120 days from the date of the proposal. It is important to realize that hourly rates may not reflect the project costs, since the time required to complete tasks has a greater impact than the rate. Throughout the proposal FTC has provided information on how we work more efficiently to keep our costs as low as possible.

FTC agrees to be bound by the requirements of the City's Request and the firm's response. We hope this proposal addresses any questions you may have. To better understand our unique approach, we strongly encourage you to speak with any of our references.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read 'James Barton', is written over a faint, circular stamp or watermark.

Florida Technical Consultants
James Barton P.E., President

Tab 3: Reference Forms

Attachment B
REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation.

1. ENTITY/COMPANY NAME: Cooper City
ADDRESS: 11791 SW 49th Street
Cooper City, FL 33330
CONTACT NAME: Mr. Michael Bailey
CONTACT TITLE: Cooper City Engineer & Director of Utilities
TELEPHONE: 954-434-5519
E-MAIL (REQUIRED): m Bailey@coopercityfl.org

2. ENTITY/COMPANY NAME: Town of Davie
ADDRESS: 7351 SW 30th Street
Davie, FL 33314
CONTACT NAME: Mr. Ronald Bolton
CONTACT TITLE: Utilities Director
TELEPHONE: 954-327-3769
E-MAIL (REQUIRED): Ronald_Bolton@semtribe.gov

3. ENTITY/COMPANY NAME: South Martin Regional Utility (SMRU)
ADDRESS: 9650 SE Water Street
Hope Sound, FL 33475
CONTACT NAME: Mr. Mario E. Loaiza, P.E.
CONTACT TITLE: Utility Director
TELEPHONE: 772-546-6259
E-MAIL (REQUIRED): mloaiza@tji.martin.fl.us

This page shall be completed IN FULL and submitted with your bid.

Firm's experience, qualifications and past performance

Florida Technical Consultants, LLC (FTC), a civil engineering firm with a GIS specialization was founded in January of 2014. Based on extensive experience using GIS for engineering projects, and as an ESRI Silver Business Partner with an ArcGIS Online Specialty, the Goal of FTC is to provide support services to Municipalities and Engineering firms through:

- Data Compilation and Analysis for Projects and Studies
- GIS Data Building, Cleaning and Configuring for Utilities / Public Works Management
- Implementing data collection and updates by utility staff,
- Asset management based on condition, maintenance, repair, and customer service data,
- Analyzing, compiling and reporting expenditure information by utility type or service area,
- Prioritization of results into a short or long term capital improvement plan,
- General GIS Software Training

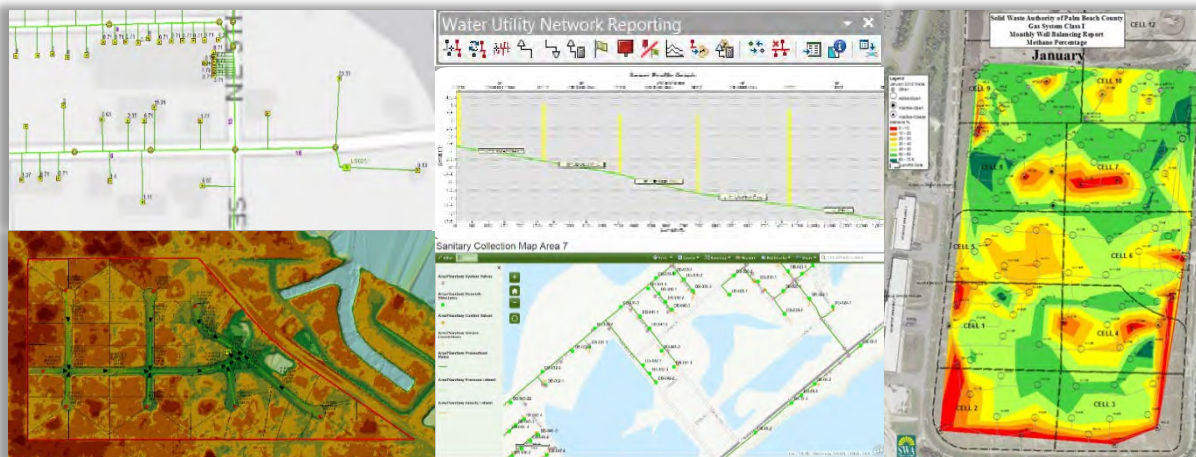
The founder, James Barton P.E. LEED AP has over 20 years of experience in engineering design and project management of water, sanitation and Stormwater programs, including water resources, infrastructure rehabilitation, and GIS implementation, environmental engineering, utilities, and road construction. Mr. Barton has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design and construction administration.

Since becoming an ESRI Authorized Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works, and engineering, yet has trained fire, police and city/town/county administrations.

FTC can offer engineering firms and departments improved efficiency through understanding and utilizing existing data, applying analysis tools and techniques for quality control, interfacing with contractors to track construction quantities and providing GIS record drawing submittals to clients.



James Barton, a licensed Professional Engineer in the State of Florida, # 59257 is the President, and sole owner of Florida Technical Consultants founded in January of 2014.

We recommend discussing our approach with our references.



Project Descriptions

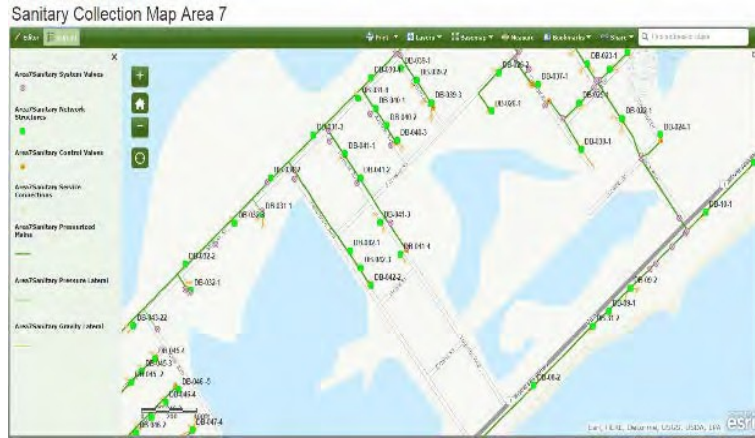
FTC is pleased to provide project descriptions of similar projects done locally. We encourage you to discuss our approach with our references.

<p>Cooper City Mr. Michael Bailey 11791 SW 49th Street Cooper City, FL 33330 Phone: (954) 434-5519 mbailey@coopercityfl.org</p>	<p>FTC converted the City CAD Atlas to GIS. Systems included water, sewer, and drainage. Geometric networks were set up and run for valve isolation and capacity analysis. Coordinated label hydrants with Fire Dept. Tracked progress of valve turning contractor. ArcGIS Online Applications were developed, and staff trained to inventory, verify features and track emergency repairs. 10/10/2014 – present \$155,125</p> 
<p>South Martin Regional Utility Mario E. Loaiza, P.E. - Utility Director 9650 SE Water Street Hobe Sound, FL 33475 Phone: (772)-546-6259 mloaiza@tji.martin.fl.us</p>	<p>FTC converted the utility atlas to GIS, including water and sewer. The process was complicated by the existing CAD parcel data being geographically incorrect in some cases necessitating field verification. Mobile apps were created in ArcGIS Online to validate data from the field. 5/1/2015 – present \$94,820</p> 

City of Marathon

George Garrett
 9805 Overseas Highway
 Marathon, FL 33050
 Phone (305) 289-4111
 garrettg@ci.marathon.fl.us

FTC converted City CAD Atlas to GIS. A systems geodatabase had to be created to handle the vacuum sewer system. CAD text data was used to populate geodatabases. ArcGIS Online Applications were developed, and the staff was trained to inventory and field verify features. 10/7/2014 – present \$291,669



Town Palm Beach

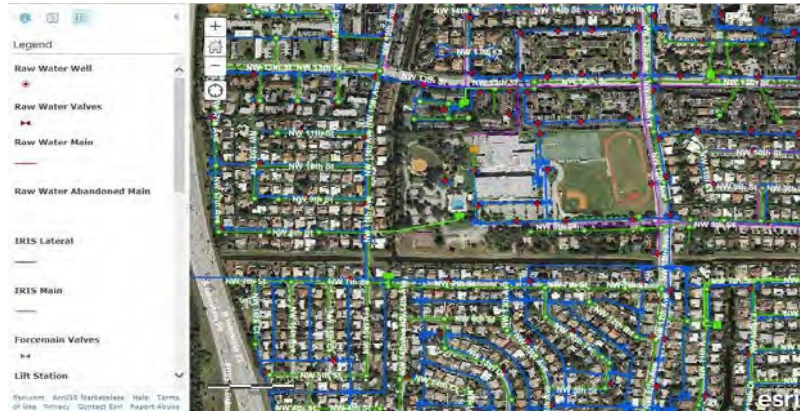
Gerry Vazquez
 Water Resources
 Division Technician
 Department of
 Public Works
 951 Old Okeechobee
 Road West Palm Beach,
 Florida 33401
 Phone (561) 227-7047
 Fax (561) 835-4691
 gvazquez@
 townofpalmbeach.com

FTC converted the CAD Atlas to GIS. Systems included sewer and drainage. CAD text data was used to populate geodatabases. Geodatabases were built to create system profiles and perform sewer capacity analysis. ArcGIS Online Applications were developed, and the staff was trained to inventory and field verify features. 3/24/2014 present \$144,817 (in progress)



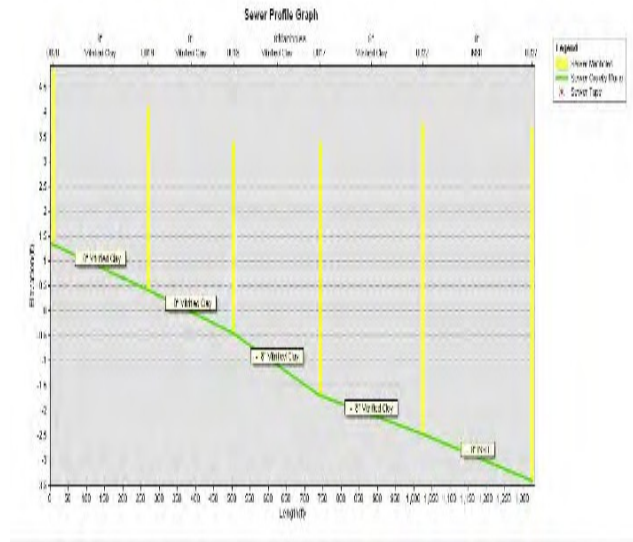
City of Boca Raton Utilities
 Ms. Talia Garcia
 4101 Glades Road
 Boca Raton FL
 33431 Phone:
 Phone:(561) 338-7307
 TGarcia@ci.boca-raton.fl.us

FTC provided GIS services to the City of Boca Raton Utilities converting Water, Raw Water, Reclaim Water and Sewer Data from CAD to GIS. The data was migrated into the 10.2 Local Government Model Geodatabase. Geometric networks were set up and run for valve isolation and capacity analysis. These changes will be presented to ESRI to update the LGIM to support these systems.
 1/1/2014 – present
 \$25,000



Solid Waste Authority of Palm Beach County
 Ms. Josephine Rudd
 7501 N. Jog Road
 West Palm Beach, FL 33412
 Phone: (561) 640-4000 x 4618
 jrudd@swa.org

FTC converted the Utilities CAD Atlas to GIS as a sub to another firm. Systems included site, water, sewer, drainage, leachate, electrical, gas well monitoring, water, and drainage. Several methods were used to map well monitoring values to visualize trends. FTC is now training SWA staff in converting CAD drawings to GIS and maintaining the system.
 09/10/2014 – present
 \$40,000



City of Dania Beach

Mr. Ronnie Navarro 1201
 Stirling Rd
 Dania Beach, FL 33004
 Phone: (954) 924-6808
 x 3615
 navarro@ci.dania-beach.fl.us

FTC converted the City CAD Atlas to GIS with another firm. FTC is now field verifying the system and updating the GIS using high-resolution aerials and ArcGIS Online. Systems included water, sewer, and drainage. 08/10/2015 – present
 \$110,712



Town of Davie

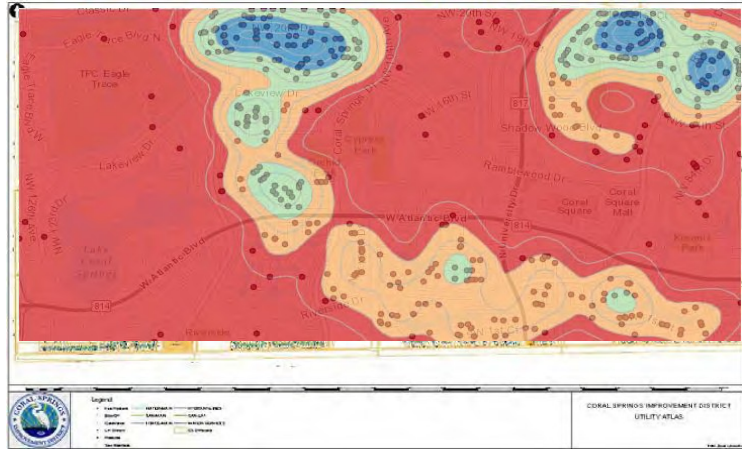
Mr. Ron Bolton
 Utilities Project Manager
 7351 SW 30 Street
 Town of Davie, FL 33314
 Phone: 954-327-3769
 Fax 954-327-3752
 ronaldbolton@semtribe.com

FTC converted the City CAD Atlas to GIS. ArcGIS Applications were developed, and the staff was trained to inventory and field verify features. Systems included water and sewer. 09/15/2014– present \$266,128



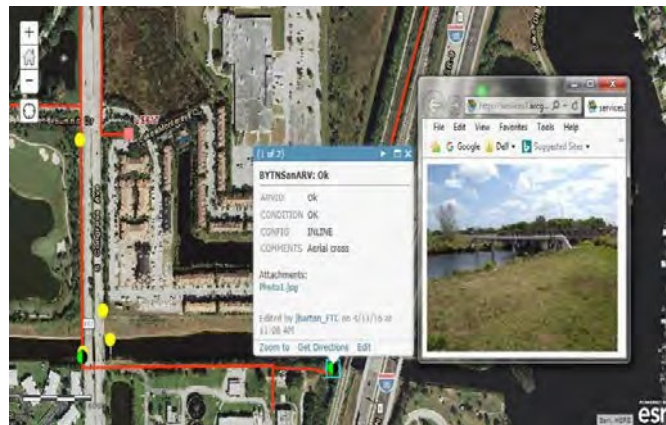
Coral Springs Improvement District Mr. Curt Duggins Supervisor, CSID
 Coral Springs FL 33071
 Phone: (954) 796 6608
 CurtD@fladistricts.com



FTC provided data setup and training for the CSID to collect and input their data into GIS. Water main breaks were mapped. Density analysis provided replacement prioritization. Training was provided ArcGIS Online field apps and desktop.
 10/01/15 – Present
 \$40,530



Boynton Beach Utilities
 Michael Low, Manager, Technical Services
 Boynton Beach Utilities
 City of Boynton Beach
 124 E. Woolbright Rd.
 Boynton Beach, FL 33435
 Phone: 561-742-6403
 lowm@bbfl.us

FTC created a GIS Data set to support modeling in Potable Water, Sanitary Sewer, Reclaim Water and Stormwater. Several sources of existing data were merged and topologically cleaned for snapping, node creation. Elevations were extracted and used to populate nodes. ArcGIS Applications were developed, and the staff was trained to inventory and field verify features.
 12/01/16 – Present
 \$194,378



<p>Village of Tequesta Mr. Brad Gomberg IT Manager 345 Tequesta Drive Tequesta, FL 33469 Phone: 561-768-0554 bgomberg@tequesta.org</p>	<p>FTC converted the Village Utilities CAD Atlas to GIS. Systems included water and drainage. Coordination was done with Martin County and Loxahatchee River District to collect their facilities and input them into GIS. Water meters were mapped by geocoding. ArcGIS Online mobile apps were created for maintenance crews to validate information from the field. FTC loaded all data into an asset management system. 09/10/2015 – Present \$39,892</p> 
<p>Village of Palm Springs Kim Glas-Castro, AICP LEED AP Land Development Director Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461 Phone: 561-965-4016 Fax: 561-439-4132 kglas-castro@vpsfl.org</p>	<p>FTC serves as the GIS Department for the Village supporting:</p> <ul style="list-style-type: none"> • Utilities • Public Works • Planning and Zoning • Libraries • Parks • Police <p>Village GIS functions include:</p> <ul style="list-style-type: none"> • Maintaining Addresses • Demographic studies • CRA Analysis and Mapping • Mapping Police zones • Online public-facing maps • Story maps for Civic Engagement <p>FTC has been growing GIS throughout the organization through:</p> <ul style="list-style-type: none"> • Meeting with departments • Developing GIS Data and Maps • Training and follow-up with users to promote GIS <p>10/01/17 – Present \$81,930</p> 

Village of Wellington

Bradley Wolak PE Assistant Director, Utilities 12133 Ken Adams Way Wellington, FL 33414

Tel: 561-753-2480

Fax: 561-791-4045

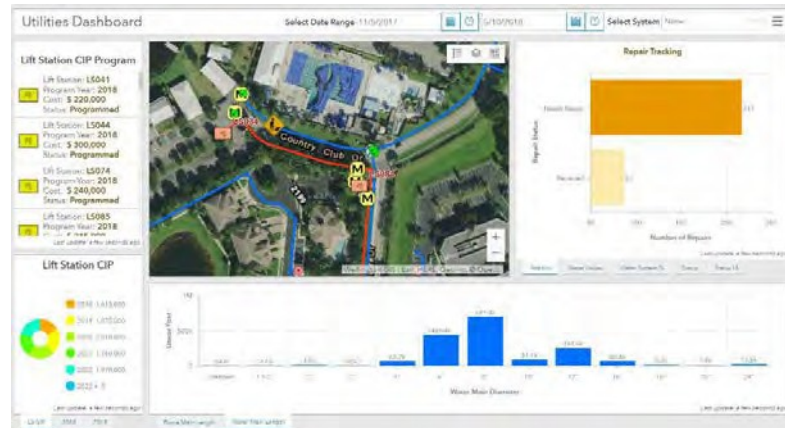
bwolak@wellingtonfl.gov

v

FTC created a GIS Data set to support Potable Water, Sanitary Sewer and Reclaim Water. Field apps were created to find valves and track repairs. Over 2500 valves were mapped within three (3) months. Additional tools were built to track Lift Station CIP Rehabilitation Status. Dashboards were created to track field operations in real time.

10/01/17 – Present

\$35,000



TEAM QUALIFICATIONS

FTC has a staff of highly qualified GIS personnel with experience implementing GIS into Utilities. The team understands the importance of training the Town Staff to use GIS. To this end, they all have resumes which include extensive training. This local expertise is not available in other firms. The combination of a small team developing Town Staff makes the approach very economical. We highly recommend discussing our staff with our references.

James Barton P.E. President

James is the primary project contact and will provide all project management functions, program development, GIS utility data builds and on-site training. James has the background experience to cover all program components with 20 years of experience in engineering design and project management of water, sanitation and Stormwater programs, including water resources, infrastructure rehabilitation, and GIS implementation, environmental engineering, utilities, and road construction. Mr. Barton has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design and construction administration. Since becoming an ESRI Authorized Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works, and engineering, but has trained fire, police and city and county administrations.

Teresa Chapman

Teresa Chapman has over five years of engineering experience and GIS Implementation. Mrs. Chapman has performed utility design, permitting, bidding assistance and construction administration services throughout her career. She has experience in water resources, sanitary sewer systems, infrastructure rehabilitation, utilities, and road construction.

Matthew Kurry MA, GIS Trainer

GIS Specialist Matthew has a Master's in Geography from FAU. He has served as a GIS specialist for the Seminole Tribe of Florida, and multiple local municipalities in South Florida. His main experience at FTC has been using higher GIS functions to perform analysis, geocoding, building mobile applications and train field crews to work with mobile applications to map features from the field.

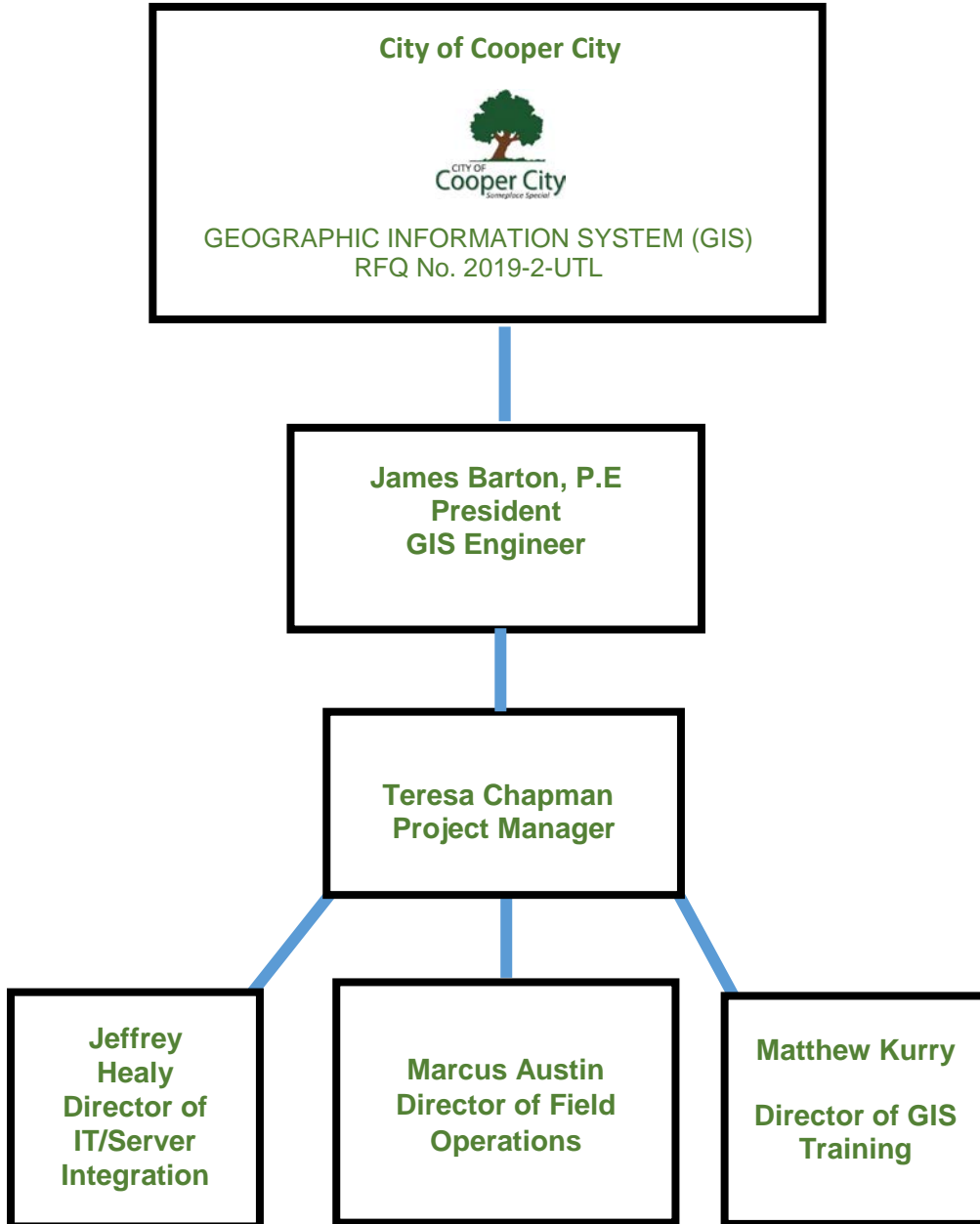
Marcus Austin, GC, Field Coordinator

Marcus is an expert in utility infrastructure having managed construction programs for several municipalities worth over 100 million dollars during the past 25 years. He uses GIS to manage construction and assess the condition of infrastructure. His main focus will be working with field teams to grow the use of GIS in the organization.

Jeffrey Healy

Jeffery Healy is an expert in IT application development in the medical services industry and consumer electronics distribution. Responsible for daily operations and infrastructure planning and deployment. Additionally, it provided LOB solutions for in house applications and EDI interface systems for clients. The last project was providing LOB solution to the smaller customer in business with application to web integration. Jeffrey is experienced on many platforms and operating systems from SQL to IIS and Exchange.

ORGANIZATIONAL CHART FOR FLORIDA TECHNICAL CONSULTANTS



Your main point of Contact will be James Barton P.E. FTC Office is located at 533 East Ocean Avenue, Suite # 2, Boynton Beach, FL 33435. FTC has worked closely with the City over the past 4 years.

Professional Resumes Below:

James Barton, P.E., LEED

AP Education

Bachelor of Science, Civil Engineering, Queens University

(Canada), 1990

Registration

Professional Engineer, Florida, 59257, 2003

Professional Affiliations

American Society of Civil Engineers
American Water Works Association
Florida Engineering Society

Urban and Regional Information Systems Association

(URISA)

Certifications

ESRI Authorized Trainer
LEED Accredited Professional

Mr. Barton has over 20 years of engineering experience both internationally and domestically. The main focus of his international experience includes engineering design and project management of water and sanitation programs, including water resources, infrastructure rehabilitation, and GIS implementation. His domestic experience includes environmental engineering, utilities, and road construction. Mr. Barton routinely integrates GIS technology with engineering.

He is working with ESRI developing software tools to assist in detail design and is experienced with implementing GIS/ GPS for construction field inspection. He is currently studying towards a Certificate in Integrated

Watershed Management and a Certificate in Visual Planning (GIS Technology).

He has been using GIS in engineering since 1999 and became an ESRI Authorized Trainer in 2003. Since then, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works, and engineering, but he has also trained fire, police and city administration.

He started using GIS in his day-to-day activities for simple outputs such as construction maps for contractors and public information campaigns. This led to using GIS for permit maps, analysis and project planning for proposals and finally design projects. In 2004, he started working with ESRI developing GIS tools that could be used for detailed design and transferring data out of and into the CAD environment.

These tools have been presented at numerous conferences and user group meetings. One of the latest developments is linking design tools with existing LIDAR data. This allows for a conceptual design with real elevations without the survey, taking survey out of the critical path of project planning.

Mr. Barton has provided training to

- Chen and Associates, 2004, 2005
- Islamorada, Village of Islands, 2005
- City of Sunrise, 2006
- City of Marathon, 2006, 2009
- Monroe County Property Appraisers Office, 2006
- Wantman Group, 2007
- Florida Keys Aqueduct Authority, 2007
- City of Dania Beach, 2007
- City of Miami Gardens, 2009
- Coral Springs Utilities 2011
- Highland Beach 2015
- Town of Davie 2015
- Coral Springs Improvement District 2016

Mr. Barton also founded the Florida Utility User Group, which works on integrating GIS technology into engineering. The group currently has over 300 members.



Teresa Chapman

Education

Bachelor of Science, Ocean Engineering Florida Atlantic University 2010

Professional Affiliations

American Public Works Association
American Society of Civil Engineers
Florida Engineering Society

International Propeller Club of the United States
Palm Beach Countywide GIS Forum

Certifications

InfoWater Training Certificate
Stormwater Management Inspector MOT

Teresa Chapman has over five years of engineering experience and GIS Implementation. Mrs. Chapman has performed utility design, permitting, bidding assistance and construction administration services throughout her career. She has experience in water resources, sanitary sewer systems, infrastructure rehabilitation, utilities, and road construction.

Mrs. Chapman has utilized GIS in real-world engineering situations to improve information management and decision support for both the Client and Engineers. She has performed data collection, tracking, and analysis for multiple municipalities. Her experience in the engineering field assists with her ability to understand the client's needs and give practical solutions.

Mrs. Chapman is active in both the Engineering and GIS community. She has served on the American Public Works Association Board for both the Gold and Treasure Coast Branches. She currently serves on the Board for the American Society of Civil Engineers. She currently serves on the Board for the Palm Beach Countywide GIS Form which plans an annual GIS Expo in Palm Beach County.

Project Experience

Boynton Beach Utilities

Responsible for creating GIS Datasets to support modeling in potable water, sanitary sewer, reclaimed water and stormwater. Several sources of existing data were merged and topologically cleaned for snapping, node creation. Elevations were extracted and used to populate nodes. ArcGIS Applications were developed to identify routine procedures to improve efficiency. Dashboard applications were created to provide management with real-time progress tracking. Staff was trained to inventory and field verify features.

Cooper City

Created data tracking applications for Public Works and Utilities Department which include Asphalt Restoration per year, Sidewalk Replacement per year, LED Street Light Upgrades. Water, Sewer and Stormwater systems were also converted from the city CAD Atlas to GIS.

South Martin Regional Utility

Installation of new water systems in local neighborhoods which included design, permitting, construction administration, shop drawing review, RFI responses, inspections, and construction certification. Converted the entire utility atlas to GIS, including Water and Sewer systems. Translated an existing PDF asbuilt tracking system to GIS which could be accessed remotely were merged and topologically cleaned for snapping, node creation. Elevations were extracted and used to populate nodes. ArcGIS Applications were developed, and the staff was trained to inventory and field verify features. Trained and work closely with Staff to perform utility updates for all utility data sets.

Town of Palm Beach

Involved in numerous utility design, permitting, construction services and GIS projects for the Town. Utility projects include Water and Drainage systems. Directly worked with Public Works Staff to inventory data and built datasets for tracking and public outreach. Worked closely with the GIS department to develop best practices, applications, and training for various departments around the Town utilizing GIS data.



Matthew A. Kurry

Education

Florida Atlantic University, Boca Raton, Florida, College of Science Department of Geography and Geology Graduate Program, Geographic Information Science emphasis, Graduation May 2004

Awarded a Graduate Teaching assistantship in World Geography Spring 03-04 & Map Analysis Spring 04 Elected to Gamma Theta Upsilon International Geographical Honor Society

West Virginia University, Morgantown, West Virginia. College of Liberal Arts; Geographic Information Science/ Remote Sensing Major, December 2001 graduation

Elected to serve two semesters as a student Teaching Assistant in Communication Studies.

Computer / Technical

Geographical Information Systems/Remote Sensing: ESRI ArcGIS and components 8.3-10, Map Info Professional & AnySite Package, Microsoft Street and Trips 2012, Tremble GPS & components, Erdas Imagine 3D GIS, GeoVec, Alteryx Engine ESRI Virtual Campus training, CAD to GIS conversion, Digital image interpretation, Photogrammetry, LIDAR,

Database Management: Business Objects, Oracle, MS Access, ESRI SDE 9.1

Operating Systems: Windows NT, XP, Unix, DOS, Linux

Miscellaneous: Adobe Photoshop, Digitizing, Large Format Scanning and Printing, Web Page Design

Mr. Kurry has strong analytical and technical skills with current Geographic Information Systems experience. He has familiarity and real-world practice with ESRI and MapInfo products, remote sensing, data validity, and collection techniques. Mr. Kurry received both a Masters and Bachelors in Geography with coursework in GIS, remote sensing and Urban and Regional Planning. Proven team player and individual contributor with valuable leadership and mentoring skills.

Florida Technical Consultants

November 2015-Current

Employed as a Senior GIS Consultant responsible for utilities data migration and integration.

Accountable for providing GIS support services to municipalities, engineering firms, and contractors.

Assignments include

- CAD to GIS conversion,
- ArcGIS Online application development
- GeoCode geographic data sets (meters, etc.)
- Large data migrations
- Utility atlas production
- On-Site Field Training

Broward County School Board

March 2014-November 2015

Served as a daily substitute teacher in Broward County public schools. Provided classroom instruction at the assigned institution.

Robert K Futterman. New York

November 2012-February 2014

Senior GIS Analyst at national retail real estate firm. Primary responsibilities include the creation of competition maps, demographic analyses, and maintenance of a proprietary database.

Toys R US Corporate. Wayne, New Jersey

December 2011- November -2012

Research analyst at Toys R US corporate headquarters. Responsible for conducting GIS Based analytical research and location selection.

NOVA Southeastern University. Ft. Lauderdale School of Business and Entrepreneurship

April 2010- December 2011

Employed by NOVA University teaching GIS for Marketing to MBA students in the Real Estate

Broward College. Davie Campuses

December 2009 - December 2011

Geography professor. Classes included GIS 1&2, Remote Sensing, World Geography, Natural Resources, Human Geography and Introduction to Geography.

City of Oakland Park Florida

April 2011-September 2011

Contract GIS analyst to digitize and update existing utility atlas, analyzing aerial photography to locate and digitize utility sewer features such as manholes, lift stations, and sewer lines. Use ground control points to orthorectify raster images to be overlaid on aerial photography.

Marcus Thaddeus Austin, GC, LEED AP

Education

Associate of Science, Civil / Architectural Engineering, Hudson Valley Community College, 1987

Registration: General Contractor's License, Florida, 1506546, 2003

Mr. Austin brought 29 years of design and development experience in South Florida to Florida technical Consultants as the Director Field Services and project coordinator. He was involved in both vertical and horizontal projects, with a construction value of over \$167 million. These projects included the Broadview Park Neighborhood Improvement Projects and various civil engineering projects for municipalities such as the City of Coral Springs, Pompano Beach and Ft. Lauderdale. Other building projects include Fire Station 80 for Coral Springs, completed in 2010 was one of the first "Green" LEED-certified buildings in south Florida.

He obtained his General Contractor's License in 2002, expanding the firm's construction management capabilities which included project management for building construction projects and design builds for infrastructure systems. Mr. Austin holds a Water Distribution Level 2 certification, is a certified NPDES and OSHA Training instructor and teaches these courses throughout the State of Florida.

Regional Wastewater Treatment Plant. This project included reviewing and verifying existing paper as-built drawings for all processes within the treatment plant and creating a comprehensive as-built drawing in AutoCAD format as well as a schematic of the plant's systems.

The process included geo-referencing as-built, utilization of subsurface utility engineering (SUE) soft-digs to locate the precise locations of the existing utilities and then to correct the final drawings. The resultant product is the most accurate representation of subsurface utilities

ever presented for the NRWTP, assisting in the future design and construction decisions. Additionally, the individual process diagrams were updated and reprinted for ease of the Plant Operators.

NC2-1 Watermain Improvements, Broward County, FL. Project to prepare the 2000 linear feet watermain design for Broward County. This project was designed in conjunction with the City of Pompano Beach NC2-1 drainage improvements which were also designed by CMA. The project was completed in fall 2013.

BCWWS NRWTP Facilities, Broward County, FL. CMA prepared updated atlas information for the NRWTP to bring system documentation up to date.

Broward County PS310

Construction Management Services,

Ft Lauderdale, FL. Providing construction management services, including daily inspections on Broward County Master Pump Station 310 for civil, structural, mechanical, electrical, plumbing, emergency power generation and architectural work. Daily reports describing the work that was performed including pictures and any issues that arose each day were a key element for the overall management of the project. This project replaced and upgraded the existing Master Lift Station 310 that was located just east of I-95 and south of SW 42 Street, which conveyed wastewater from the Fort Lauderdale International airport and portions of Dania Beach to the Hollywood treatment plant.

Hurricane Irma-Disaster Response Recovery, Marathon, FL

The project involved the design, permitting, and construction administration services for the All Aboard Florida Ft. Lauderdale Station. The project in Downtown Ft. Lauderdale, between W. Broward Blvd., NW 4th Streets. This project is one Inline Station for the overall All Aboard Florida Rail Project, which proposes passenger rail service from Miami to Orlando.



Jeffrey J. Healy - IT\NS

Mr. Healy possesses 30 years of hands-on experience in the realm of Information Technology, ranging from infrastructure design and support to software development and implementation. As a multi-discipline software developer, he has created a variety of interface and monitoring services as well as developing, designing, and supporting various SQL platforms. Much of Mr. Healy's experience revolves advanced infrastructure design and support.

Computer/Technical

Languages C#, VB, TSQL, PSQL, PowerShell, FORTRAN, COBOL

Databases MS SQL 4-2016, Azure, DB2, Pervasive, MySQL

Operating systems

Windows Servers NT4 – Server 2016
Cisco CIOS, Linux, Server Platforms
MS Exchange 2012-2016 MSSQL 4-2016, SharePoint 2010-2016, TFS 2012-2018 & MS CRM 2016

Applications

Word, Excel, Access, Visio, Project, ArcGIS, Visual Studio 2003-2017

Experience

DBA\SQL DEVELOPER

June 2017 – February 2018

HealthTrust-Enterprise

Senior Software Engineer
Database administrator and developer
September 2016 - April 2017

G4S .NET Developer

Senior Application Developer and Analyst Nov 2011 – September 2016
Aurora Diagnostics
System design and development & Technology Consultant
Sep 2010 – Nov 2011

Gator Electric Services/South FL

Application Developer
Technology design and installation Jan 2010 – Jun 2010

Lashing International

.NET Developer
IT Director\Application Developer Oct 2007 – Apr 2009

IAVI

IT Operations\Staff & Subcontractor Management IT Director
Oct 2002 – Apr 2007

Hayes Clinical Laboratory

IT Operations\Staff & Subcontractor Management

Adak Region School District Assistant

Director of Maintenance Directly responsible for facility maintenance and infrastructure maintenance and upgrade.
April 1994 – April 1996

United States Navy

Cryptology Maintenance Technician (NEC9297) April 1990 – April 1994
Infrastructure support, Installation, and Maintenance of Geolocation reconnaissance system.

City of West Palm Beach

Irrigation Designer May 1988-April 1990
Design Irrigation system for Parks and recreation department

South Florida Regional Water and

Wastewater District
Maintenance Mechanic 2
April 1986- May 1988

Professional Licenses & Insurance Certificates as applicable (PDF format)

Florida Technical Consultants is an authorized Professional Engineering firm in the State of Florida and Certified Small Business in Palm Beach County. James Barton PE is a registered Professional Engineer in the state of Florida.



James Barton



James Barton created the Florida Utility User Group which has regular open meetings where new developments and applications are discussed.



FTC is a Silver Tier ESRI Partner. ESRI recognizes FT as a firm that actively promotes GIS to the community.



FTC is an Online Specialty Partner. FTC has advanced skills in implementing ArcGIS Online for increasing field mobility.

Corporate Charter and Tax Receipts

State of Florida Department of State

I certify from the records of this office that FLORIDA TECHNICAL CONSULTANTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 21, 2014.

The document number of this limited liability company is L14000011037.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on February 15, 2019, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2019.

Secretary of State

Tracking Number: 6313401780CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<http://services.usdoj.org/Files/CertificateOfState/CertificateAuthentication>

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2019

Business Control Number: 0034032 Date Issued: 09/24/18	Business Name: Florida Technical Consultants Business Location: 533 E Ocean Ave 2
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Any changes in name, address, suite, ownership, etc. will require a new application.

COURTRN Number	Classification Code	Classification	Additional Information
19-00049202	541330	ENGINEER - PER PROFESSIONAL	ENGINEERING FIRM - JAMES BARTON

City of Boynton Beach
100 E Boynton Blvd • Boynton Beach, FL 33425-0190

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2019

Business Control Number: 0034032 Date Issued: 09/24/18	Business Name: Florida Technical Consultants Business Location: 533 E Ocean Ave 2
---	--

Any changes in name, address, suite, ownership, etc. will require a new application.

COURTRN Number	Classification Code	Classification	Additional Information
19-00049201	CU2	CERT OF USE & OCC COMM	

City of Boynton Beach
100 E Boynton Blvd • Boynton Beach, FL 33425-0190

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
401 West ATLANTIC AVE Ste 09
DELRAY BEACH, FL 33444

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0064 ENGINEER	BARTON JAMES	59257	818.341862 - 09/22/18	\$33.00	840186367

This document is valid only when receipted by the Tax Collector's Office.

B3 - 408

FLORIDA TECHNICAL CONSULTANTS LLC
FLORIDA TECHNICAL CONSULTANTS LLC
533 E OCEAN AVE STE 2
BOYNTON BEACH, FL 33435

**STATE OF FLORIDA
PALM BEACH COUNTY**
2018/2019 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015083784
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
533 East OCEAN AVE Ste 2
BOYNTON BEACH, FL 33435

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0016 ENGINEER BUSINESS	FLORIDA TECHNICAL CONSULTANTS LLC	228201914136	818.541675 - 09/22/18	\$33.00	840185742

This document is valid only when receipted by the Tax Collector's Office.

B1 - 409

FLORIDA TECHNICAL CONSULTANTS LLC
FLORIDA TECHNICAL CONSULTANTS LLC
533 E OCEAN AVE STE 2
BOYNTON BEACH, FL 33435

**STATE OF FLORIDA
PALM BEACH COUNTY**
2018/2019 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018106537
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Palm Beach County Small Business Certification



Tab 4: Technical Solution

Please find below a detailed description of the items in the Scope of Service and the FTC approach to complete each task. In each we have tried to identify how to perform the services at minimal cost to the City.

5.1 SCOPE OF SERVICES: The Proposer shall perform, as needed, continuing GIS consulting services for the City. The applications for which consulting services will be needed will require close and frequent liaison with the City's Utilities Department, Public Works Department, and may be expanded to other departments. Priorities and delivery schedules will be established by the City's Utilities Director / City Engineer and may be changed or amended frequently. Most tasks will be web and web applications based, and may include but are not limited to, the following:

FTC has developed and provided a methodology of GIS support services that has been adopted by the City of Cooper City since 2014. We have provided continued GIS services to Utilities, Public Works and Planning and Zoning. Our methodology of working closely with staff has kept our costs low, since we leverage the knowledge of staff in lieu of rigorous independent research. We have maintained an effective project management strategy of establishing priorities with the City's Utilities Director / City Engineer and providing completed deliverables on a task by task basis. To date we have:

- Created the Water and Sewer Atlas based on CAD drawings and liaison with staff
- Created a Stormwater Atlas based on a wall map and liaison with staff
- Implemented a web based interface of the atlas
- Created mobile applications to flag corrections
- Developed asset management tracking tools for a variety of maintenance applications
- Cataloged and mapped Record Drawings
- Interfaced with outside agencies, engineers and contractors
- Worked with Public works on landscape, lighting, sidewalks and asphalt overlay tracking
- Created GIS layers for land use and zoning
- Performed analysis to support CRS submittals
- Provided extensive GIS training to staff
- All other requests

For the following scope items, we elaborated on the work completed and gave an indication as to whether the data requested is easy or would require more resources. The idea is to prioritize based on a balance of need and cost.

5.1.1 UPDATE AND CORRECT EXISTING DATA

FTC has created a field change request tool used by staff to flag changes in the data. The process is:

- Staff find a data issue and add a point on the map with a photo
- FTC updates the GIS data, usually in liaison with staff
- The corrected data is posted to the web platform

Moving forward, FTC will recommend this process become more frequent and formalized so changes are captured and data is updated. This is especially true for water valves. We typically spend 4 – 8 hours per month with other clients, which works really well.

5.1.1.1 Create web applications for the field collection of various City infrastructure assets

FTC built a web application and continues to support it through user-driven enhancements.

5.1.1.2 Update existing GIS desktop utility map and existing web based utility map to include all provided as-built information.

FTC has cataloged the existing record drawings and created points on the map with links to the drawings. The progress of this effort has been limited by budget. Completing this and providing training should be a top priority moving forward.

5.1.1.3 Attributes/Assets to be added/verified include:

- *5.1.1.3.1 Boundaries*
- *5.1.1.3.1.1 Service Area boundaries*
- *5.1.1.3.1.2 Neighborhood/ Subdivision Boundaries*
- *5.1.1.3.1.3 Municipal Boundaries*
- *5.1.1.3.1.4 Utility Service Area*
- *5.1.1.3.1.5 Zoning Map*

FTC has created boundaries for the City Boundary, Record Drawing Drawers, Stormwater Maintenance Zones, Land Use and Zoning. The City can provide guidance to adjust the Utility Service Area quickly. Neighborhoods and Subdivisions would require more effort.

5.1.1.4 Pipelines:

- *5.1.1.4.1 Material (Pipe & Casing)*
- *5.1.1.4.2 Year Constructed/ Rehabilitated*
- *5.1.1.4.3 Diameter (Pipe & Casing)*
- *5.1.1.4.4 Abandoned vs in service*
- *5.1.1.4.5 Flow Directions*
- *5.1.1.4.6 Main break locations & year*
- *5.1.1.4.7 Valve locations, type*

A lot of work has been done to capture most of this data. Material, Diameter, Abandoned and Flow Direction may require slight updates which can be accomplished by implementing regular updates (See 5.1.1). The Record Drawing App will assist with the Year Constructed. Historical main breaks can be generated from an excel table of addresses, or through a mobile app. Valves need to be completed by FTC and Staff visiting the few that could not be located.

5.1.1.5 Utility Easements - O.R. book & Page #

This layer could be expensive to create depending on the level of resolution required. If it is a priority, we will capture what we can from Record Drawings. Again, the Record Drawing App described in Sec 5.1.1.2 will assist in this effort.

5.1.1.6 Manhole/ Cleanout

- 5.1.1.6.1 Rim & Invert elevations
- 5.1.1.6.2 Year Constructed/ Rehabilitated

Manhole Rim elevations can be derived from County digital elevation model. Inverts are more expensive to generate and it is not recommended that the City store this in the GIS for liability reasons. The Year Constructed / Rehabilitated can be derived from a combination of the Record Drawing App (5.1.1.2) and working with staff.

5.1.1.7 Fire Hydrant

- 5.1.1.7.1 Number
- 5.1.1.7.2 Flow rating & recent test flow data

FTC has been maintaining the hydrant layer for Utilities and Fire. We previously built a Flow Testing App to record testing results in the field. This App should be reviewed and training provided so staff can extract the year end data results required.

5.1.1.8 Lift Station

- 5.1.1.8.1 Number
- 5.1.1.8.2 Public VS Private
- 5.1.1.8.3 Pump information & design flow rate
- 5.1.1.8.4 Wet well Depth & influent/ effluent pipe data
- 5.1.1.8.5 Contributing areas/ cascading station information

The Sanitary Pressure System layer has been created but not prioritized to this level of detail. This system can be upgraded by making a specific project with the following process / deliverable:

- Review Numbering / Completeness / Ownership with staff
- FTC create a database structure to capture all data required
- Update the data through desk research, record drawings
- Create mobile app with existing information
- Staff visit sites to field verify diameters, configurations, etc.
- FTC build Lift Station flow boundaries (this will assist correcting the gravity mains layer)

5.1.1.9 Backflow Prevention Devices

- 5.1.1.9.1 Year Installed
- 5.1.1.9.2 Type/ size
- 5.1.1.9.3 Certification # & Date

FTC has provided many clients with Backflow GIS Applications, each one slightly different based on specific needs. The best approach is to separate the project into:

- Inventory – Put them in a map
- Inspection – Build a tracking tool to capture annual data

5.1.1.10 Other assets may include light posts, trees, sidewalks, and streets.

FTC has been providing these support layers to Public Works. We have not been tasked with mapping trees, although we have implemented several approaches with other cities including aerial interpretation with NAIP imagery to detailed tree installation apps. We have even mapped community tree give-away programs.

5.1.2 Provide GIS data to third parties as directed by City.

FTC has interfaced directly with third parties upon request.

5.1.3 Host accessible GIS data during the collection and quality control portion of the process and provide final data to the City.

Currently FTC houses a complete set of City data. However after all significant updates, the data is reposted to the City Online Platform. That means that the City always has the latest GIS data which can be downloaded and distributed by City staff as necessary. We feel this data process provides transparency which is crucial for Cities to ensure they are not held captive by any private firms.

5.1.4 Update existing GIS utility map to include City utility service area and facilities for use by City utility locating contract vendor.

FTC has had discussions with the locating contractor. This process can be quickly formalized. The City contract can be modified to include this process. The contractor will be eager to participate because they want a background layer of reliable data. They will have access to the tool described in 5.1.1 so they can flag data updates when required.

5.1.5 Provide hyperlinks to as-builts on desktop utility map.

This process has started by adding points for each record drawing (see 5.1.1.2). The next step would be to make a polygon layer which shows the extent of each drawing. This second step has significant value but is more expensive.

5.1.6 Provide training to City personnel as needed.

FTC has provided training to City staff. This is one of our main goals. We work in several surrounding municipalities, e.g. Davie, Dania, Southwest Ranches. Combining training dates will decrease drive time and reduce costs. We can also do video conferencing, especially to do data updates.

5.1.7 Special work orders for the development of GIS layers for various applications and/or related Capital Improvement project.

FTC can adapt the GIS program to any support an overall CIP program or any specific CIP project. We actively build Apps to track construction projects, capturing quantities, daily progress reports and site photos. These tools can be developed for City staff to perform inspections.



5.1.8 Evaluation of existing GIS system, and recommendations for future applications & improvements

The City and FTC have worked closely together for several years. Much of the data has been built and staff are using the applications daily. Now that everyone is familiar with the functionality of the platform and opportunities for development, we can put together a comprehensive plan.

At some point the applications required will exceed the functional limits of the Online system, and the City will want to implement a larger asset management system. FTC can assist the City with determining the best software and help implement through developing workflows for maintenance.

5.2 ADDITIONAL INFORMATION

5.2.1 Experience – Three similar projects within the last three years one of which was in Broward County or five in Florida

The FTC project reference sheets provide several similar projects done in surrounding municipalities with similar scopes, including Cooper City.

5.2.2 Availability – Should have an office in the tri-county area and/or have a representative available for bi-weekly on site status meetings

The FTC Office is in Palm Beach County. We are regularly on site for meetings.

5.2.3 References

We encourage the City to discuss our services with any of our references.

5.2.4 Resume – Company and/or staff resume

Detailed resumes are included in Tab 4.

5.2.5 Budget – The City intends to budget between \$25,000 & \$50,000 annually for these services

This budget is consistent with our approach and past experience.

Tab 5: Required Attachments - Executed copies of required attachments
(Attachments C-L of this RFP)

ATTACHMENT C
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: James Barton, P.E., President
(print individual's name and title)

for: Florida Technical Consultants, LLC
(print name of entity submitting sworn statement)

whose business address is: 533 East Ocean Ave. Suite # 2, Boynton Beach, FL 33435

and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-1886339.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C

(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

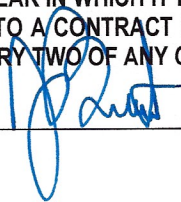
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

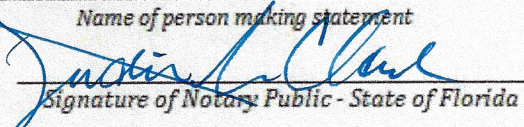

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature



STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 2019, by: <u>James Barton, P.E.</u>	
	<i>Name of person making statement</i>
	 <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	
Personally Known <input checked="" type="checkbox"/>	
Type of Identification Produced	<u>OR Produced Identification</u>

ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: James Barton, P.E., President

(print individual's name and title)

for: Florida Technical Consultants, LLC

(print name of entity submitting sworn statement)

whose business address is: 533 E. Ocean Ave, Suite # 2, Boynton Beach, FL 33435

and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-1886339

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

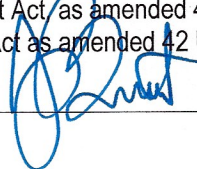
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

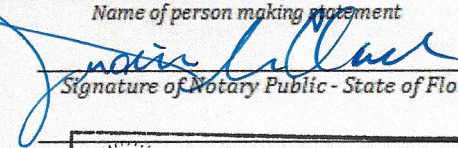
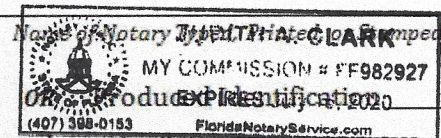
The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature



STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , <u>2019</u> , by: <u>James Barton, P.E.</u>	
<i>Name of person making statement</i>	
	
<i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	
Personally Known	<input checked="" type="checkbox"/>
Type of Identification Produced	

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, James Barton, P.E., being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

47-1886339

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Florida Technical Consultants, LLC

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

533 East Ocean Avenue, Suite # 2, Boynton Beach, FL 33435

Street Address

Suite

City

State

Florida, January 21, 2014

State and Date of Incorporation:

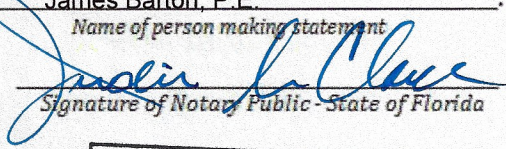

Signature of Affiant

04/18/2019

Date

James Barton, P.E.>

Print Name

STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 20 <u>19</u> , by: <u>James Barton, P.E.</u> <small>Name of person making statement</small>	
<u></u> <small>Signature of Notary Public - State of Florida</small>	
(NOTARY SEAL)	<small>Name of Notary Type</small> JUDITH A. CLARK MY COMMISSION # FF982927 OR <small>Produced Identification</small> 2020 <small>(407) 398-0153 FloridaNotaryService.com</small>
Personally Known <input checked="" type="checkbox"/>	OR <input type="checkbox"/>
Type of Identification Produced	

Attachment H

**REQUEST FOR PROOF OF
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faiia.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harvey E. Oyer Jr. Inc. Oyer, Macoviak and Associates 511 East Ocean Avenue Boynton Beach FL 33435		CONTACT NAME: Robert Macoviak PHONE (A/C, No. Ext): (561) 732-9305 E-MAIL ADDRESS: rmacoviak@oyerinsurance.com FAX (A/C, No): (561) 364-9848	
INSURED FLORIDA TECHNICAL CONSULTANTS LLC 533 E OCEAN AVE SUITE 2 Suite 9 BOYNTON BEACH FL 33435		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: CNA Insurance Company INSURER C: Hiscox Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20443 10200	

COVERAGES

CERTIFICATE NUMBER: CL193704533


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6021699408	10/25/2018	10/25/2019	EACH OCCURRENCE \$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
							GENERAL AGGREGATE \$ 4,000,000	
							PRODUCTS - COMP/OP AGG \$ 4,000,000	
							Pkg Arch/Engr/Survey \$	
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6021699408	10/25/2018	10/25/2019	BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	6025101036	02/24/2019	02/24/2020	PER STATUTE OTH-ER
								E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			UDC-1734967-EO-17	04/18/2018	04/18/2019	Aggregate 2,000,000 each claim 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Cooper City 11791 SW 49th Street Cooper City FL 33330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
James Barton, P.E.	12008 Northlake Drive, Boynton Beach, FL 33436	100 %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

 Signature of Affiant
 James Barton, P.E.

 Print Name
 04/18/2019

 Date

STATE: **FLORIDA**
 COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18th day of April, 2019, by: James Barton, P.E.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped
JUDITH A. CLARK
 MY COMMISSION # FF982927
 EXPIRES July 16, 2020
 FloridaNotaryService.com

Personally Known OR Produced Identification
 Type of Identification Produced _____

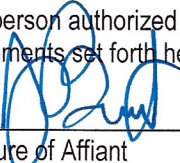
ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**
Florida Technical Consultants, LLC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

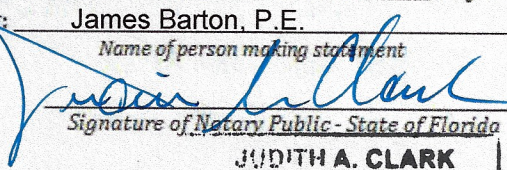
"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".



Signature of Affiant
James Barton, P.E.

Print Name
04/18/2019

Date

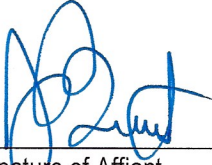
STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 2019, by: <u>James Barton, P.E.</u>	
	<i>Name of person making statement</i>
(NOTARY SEAL)	 <i>Signature of Notary Public - State of Florida</i>
	JUDITH A. CLARK
	<i>Name of Notary Typed, Printed, or Stamped</i>
	EXPIRES July 16, 2020
Personally Known <input checked="" type="checkbox"/>	Produced Identification
Type of Identification Produced	

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, James Barton, P.E. of Florida Technical Consultants, LLC, attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.



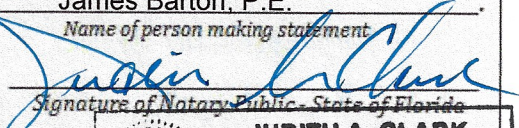
Signature of Affiant
James Barton, P.E.

Print Name
04/18/2019

Date

STATE: **FLORIDA**
COUNTY: Palm Beach

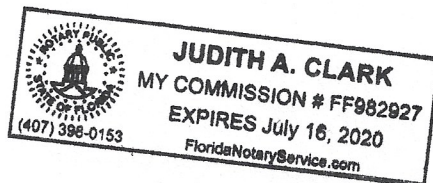
Sworn to (or affirmed) and subscribed before me this 18th day of
April, 2019, by: James Barton, P.E.
Name of person making statement

Signature of Notary Public - State of Florida

JUDITH A. CLARK
Name of Notary Typed, Printed, or Stamped
MY COMMISSION # **FF982927**
EXPIRES **July 16, 2020**
FloridaNotaryService.com

(NOTARY SEAL)

Personally Known OR Produced Identification

Type of Identification Produced _____



ATTACHMENT L

Scrutinized Companies Affidavit

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, James Barton, P.E., President, on behalf of Florida Technical Consultants, LLC,

Print Name and Title

Company Name

certify that Florida Technical Consultants, LLC does not:

Company Name

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

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

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

Florida Technical Consultants, LLC

COMPANY NAME

James Barton, P.E.

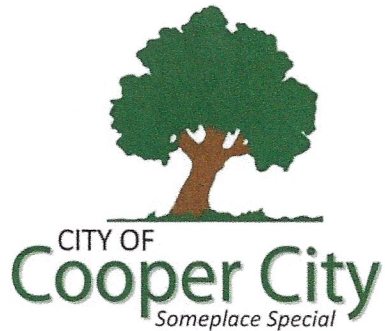
PRINT NAME

President

TITLE

[Signature]
SIGNATURE

STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 20 <u>19</u> , by: <u>James Barton, P.E.</u>	
<i>Name of person making statement</i>	
<u>[Signature]</u> <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	JUDITH A. CLARK <i>Name of Notary Typed, Printed, or Stamped</i>
MY COMMISSION # FF982927	
Personally Known <input checked="" type="checkbox"/>	OR Produced <input type="checkbox"/>
Type of Identification Produced	PIRES July 16, 2020 <i>FloridaNotaryService.com</i>



Addendum #1 – Questions & Answers

(Issued Friday, April 12, 2019)

RFP 2019-2-GIS, Geographic Information System (GIS) Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question 1: Previous and/or current City contract for Geographic Information System (GIS) Services and the winning firm's proposal as well as all available related purchasing / solicitation documents.

Answer 1: See attached.

Question 2: Is this an existing contract? If yes, who is the current incumbent?

Answer 2: See attached.

Question 3: In Section 6.3 Evaluation Criteria table, it mentions how Tab 1 – 3 and 5 will be evaluated. Can you please clarify how Tab 4 will be evaluated?

Answer 3: Tab 4, Technical Solution will be evaluated as part of the 30 points for item Understanding of the project and what is needed by the City as presented in the Letter of Transmittal (Tab 2) and the Proposal Form (Tab 1).

Question 4: Can you provide the following GIS Inventory:

Answer 4:

- a. Number of ArcMap Licenses
 - 1 ArcGIS Desktop Standard Concurrent Use**
 - 1 ArcGIS Desktop Basic Single Use**
 - 10 ArcGIS Online Creator (Formerly Level 2 Named User)**
- b. License Level
 - See Above**
- c. ArcGIS Server
 - None**
- d. Number of 'field collection' units and Type
 - Six Apple Items**

Question 5: How does Cooper City plan to host GIS data long-term (internally and/or externally)?

Answer 5: Section 5.1.3. of the Bid states that the contractor shall “Host accessible GIS data during the collection and quality control portion of the process and provide final data to the City.” Ultimately, the City will host the data internally.

Question 6: Is there field data collection expected for this contract and if so, to what extent?

Answer 6: Any field data collection requested of the vendor will be very limited.

Question 7: The RFP mentions hosting – to what extent? Who will be hosting data (i.e. as-builts), long-term?

Answer 7: The City may host the storing.

Question 8: How large are the files, how many files are there, and where will they be stored temporarily?

Answer 8: The files are not store locally, therefore we cannot provide file size.

Question 9: Does the City currently use ESRI products?

Answer 9: Yes.

Question 10: As far as field data collection applications, what does the City of Cooper City have currently in place?

Answer 10: The City has six Apple iPads using Collector for ArcGIS.

All bids are due on Thursday, April 18, 2019 at 3:00PM EST.

Acknowledgment of Addendum #1

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by: 

Print Name: James Barton, P.E.

Company: Florida Technical Consultant, LLC

Date: 04/25/2019



Florida Technical Consultants, LLC
401 West Atlantic Avenue Suite 09
Delray Beach, FL 33444
Tel (561) 265-3790 x 107
www.fltechinc.com

SENT VIA E-MAIL: [mbailey@coopercityfl.org]

January 8, 2019

Mr. Mike Bailey
Director of Utilities / City Engineer
Cooper City
11791 SW 49 Street
Cooper City, Florida 33330

**Subject: Cooper City GIS Utility Atlas Updates
FTC Proposal No. P19.01-GIS**

Dear Mr. Bailey:

Florida Technical Consultants (FTC) is pleased for the opportunity to submit this Proposal for Professional Services to assist you in updating your GIS Utility Atlas and implementing the data in your operations.

Project Description

Cooper City (City) has built a GIS Utility Atlas. The data was posted to ArcGIS Online with a link provided to the City. The system must be maintained to keep the data current in order to coordinate with outside agencies including ISO, contractors and consultants. Field staff need training to run the system. The purpose of the following scope is to provide hourly services in training data maintenance.

Scope

- A. Assist with Software Installation
- B. Update and Correct Existing Data
 - Add attributes where available (Diameter, Material, Age, Manufacturer, Etc.)
 - Correct developments with As-Built Record Drawings
 - New development projects
 - Future development plans
- C. Field Verification with ArcGIS Online
 - Valve and Hydrant Verification Program
 - QA/QC Future Valve and Hydrant maintenance with outside contractors
- D. Data and System Analysis
 - Quantities Verification
 - Materials Analysis
 - System Age Analysis
 - Hydrant Buffer
 - Sewer Accumulation
 - TMDL for stormwater
 - Mailers for shut downs
 - Other Analysis as needed
- E. Asset Management Integration
 - Assist with software selection
- F. Training
 - Training in all Software and Analysis components as needed

Deliverables

FTC will provide Cooper City and monthly project status report outlining the activities completed and objectives for future activities. FTC will provide copies of all data and collected and created.

Assumptions

- The City will provide IT to support ArcGIS Licenses and Installation.
- The City will provide access to all relevant utility drawings, plans and background information.
- The City will provide access to staff necessary to review the atlas and provide feedback.

Fees and Schedule

The following is a schedule of positions, rates and estimated level of involvement.

Position	Rate	Hours	Fee
Project Manager	\$140	24	\$3,360
Project Engineer	\$120	80	\$9,600
Project GIS Analyst	\$115	60	\$6,900
GIS Specialist	\$95	0	\$0
GIS Technician	\$80	0	\$0
Clerical	\$50	0	\$0
TOTAL			\$19,860

All services will be on an hourly basis. The schedule of delivery will be in an as-needed basis as defined by the City. The City will be billed monthly according to the services and deliverables provided.

If you approve please sign this proposal in the area provided below. Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488, or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,



Florida Technical Consultants
James Barton, P.E.
President

Approved by City of Cooper City:

(Print Name)

(Date)

(Signature)



Florida Technical Consultants, LLC

533 East Ocean Ave

Boynton Beach, FL 33435

Tel (561) 265-3790 x 107

www.fttechinc.com

SENT VIA E-MAIL: [mbailey@coopercityfl.org]

January 8, 2019

Mr. Mike Bailey
Director of Utilities / City Engineer
Cooper City
11791 SW 49 Street
Cooper City, Florida 33330

Subject: Cooper City GIS Utility Atlas Updates

Dear Mr. Bailey:

Florida Technical Consultants (FTC) has a current contract with the Town of Jupiter Island, Florida to provide GIS Utility Atlas Services and other GIS Services on an as-needed basis. FTC would like to extend the same terms and conditions to Cooper City. The work to be performed is consistent with the work to be provided to Cooper City.

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488, or send me an electronic message at jbarton@fttechinc.com.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Barton', is written over a faint, circular stamp or watermark.

Florida Technical Consultants
James Barton, P.E.
President

Attachment A
 (Page 5 of 5)

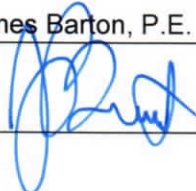
PRICING SHEET

MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE!

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

<u>JOB CLASSIFICATION</u>	<u>RATE BY HOUR</u>
Project Manager	\$140.00
Senior GIS Consultant	\$130.00
GIS Analyst	\$120.00
GIS Technician	\$115.00
Clerical	\$50.00

Submitted by: James Barton, P.E.
 (Print)

Authorized Signature: 
 (Sign)

Company Name: Florida Technical Consultants

Date: 04/18/2019

STATE: **FLORIDA**
 COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18th day of April, 2019, by: James Barton, P.E.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL) _____
Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification

Type of Identification Produced _____