

**AGREEMENT COVER MEMORANDUM**

<b>To:</b>	Barbara Torres, City Clerk's Office	<b>From:</b>	Dominique Rojas, Contracts	<b>Date:</b>	05/16/2019
Please route the <b>one (1)</b> attached agreement, as described below, for execution.					

<b>Company:</b>	Florida Technical Consultants, LLC.
<b>Contract Purpose:</b>	Utility GIS for Potable Water and Sanitary Sewer
<b>Contract Description:</b>	To build a Utility GIS for Potable Water and Sanitary Sewer.

<b>Contract Group:</b>	Services (Professional)	<b>Effective Date:</b>	Upon Commission Approval
<b>Agreement Type:</b>	Master	<b>Expiration Date:</b>	196 Days from NTP
<b>Contract Type:</b>	Expense	<b>Renewal Options:</b>	Not Applicable
<b>Location:</b>	City Clerk's Office (Routing)	<b>Notice Period:</b>	Not Applicable
<b>Contract Value:</b>	\$139,740.00	<b>Notice Date:</b>	Not Applicable
<b>Contract Value Description:</b>	The Contract Value of \$139,740.00 is the amount not to exceed.		

<b>Department:</b>	Utilities	<b>For Commission Review:</b>	Yes
<b>Contract Manager:</b>	Jonathan Cooper	<b>Approved by Commission:</b>	Passed (Pending)
<b>Procurement Method:</b>	Piggyback Agreement	<b>Commission Date (if Approved or Pending):</b>	05/15/2019
<b>Procurement Summary:</b>	Section 35.18(C)(5) of the City's Procurement Code See Commission Approval.	<b>Final Motion:</b>	Motion to Approve...
<b>Account Coding(s):</b>	471-536-6010-64051 Computer programs	<b>Reason For Commission Review:</b>	Contract value exceeds \$25,000
		<b>Insurance Required:</b>	Yes Approved by Risk Dept.: Yes
		<b>Bonds Required:</b>	N/A N/A
<b>Procurement Approval:</b>	Approved by Commission.		
<b>Additional Notes:</b>	MOTION TO APPROVE THE PURCHASE AND IMPLEMENTATION OF A UTILITY GEOGRAPHIC INFORMATION SYSTEMS (GIS) FOR POTABLE WATER AND SANITARY SEWER FROM FLORIDA TECHNICAL CONSULTANTS (FTC), LLC. UTILIZING PRICING FROM THE TOWN OF		



	DAVIE BID #B-16-168 FOR A TOTAL AMOUNT NOT TO EXCEED \$139,740 PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S PROCUREMENT CODE.
<b>Attachments</b>	<p>(2) Originals, Signed/Notarized/Witnessed by Vendor</p> <ul style="list-style-type: none"><li>• Exhibit A – Town of Davie Contract with Contractor (Electronically sent)</li><li>• Exhibit B – Town of Davie – Invitation for Bid (Electronically sent)</li><li>• Exhibit C – Contractor's Submittal to Town of Davie (Electronically sent)</li><li>• Exhibit D – Contractor's Proposal</li><li>• Commission Approval</li><li>• Certificate of Liability Insurance</li></ul>



## AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the 15<sup>th</sup> day of May, 2019 by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

**FLORIDA TECHNICAL CONSULTANTS, LLC.**, a **Limited Liability Company**, authorized to do business in the State of Florida, with a business address of **533 East Ocean Ave., Suite #2, Boyton Beach, FL 33435** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

## RECITALS:

**WHEREAS**, the CITY is in need of a **Geographic Information System ("GIS")** for **potable water and sanitary sewer to efficiently maintain its facilities**; and,

**WHEREAS**, the CITY desires to engage a CONTRACTOR to provide a **utility GIS system**; and,

**WHEREAS**, the Town of Davie, Florida, issued an invitation for bids for a **utility GIS for potable water and sanitary sewer** to efficiently maintain its facilities, and awarded the contract to CONTRACTOR; and,

**WHEREAS**, pursuant to §35.18(C)(5) of the Code of Ordinances of the City of Pembroke Pines, CITY evaluated the procurement process implemented by the Town of Davie, and determined that it would be preferable to utilize and rely upon the process followed and contract entered into by the Town of Davie with CONTRACTOR, as opposed to CITY issuing its own Request for Proposals based upon the costs associated therewith and the frequency with which the CITY would utilize such services; and,

**WHEREAS**, the CITY has determined that utilization of the Town of Davie's contract with CONTRACTOR would be in the best interests of the CITY;

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



## **ARTICLE 1**

### **PREAMBLE**

1.1 The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

1.2 Upon execution of this Agreement, all references made to the Town of Davie Contract in **Exhibit "A"** and Invitation to Bid Package in **Exhibit "B"** and CONTRACTOR's response thereto in **Exhibit "C"** shall be interpreted as pertaining to the City of Pembroke Pines, and all terms and conditions of **Exhibits "A," "B" and "C"** shall be deemed as having been implemented for use within the City of Pembroke Pines. It is understood that any reference to the Town of Davie or the Town of Davie's designated representative, shall be read as referring to the City of Pembroke Pines and the City of Pembroke Pines' designated representative.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for providing, delivering and installing a **utility GIS for potable water and sanitary sewer**, as more particularly described in the Scope of Services in **Exhibit "D"** attached hereto and by this reference made a part hereof. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

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 shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.5 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.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement.



If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

### ARTICLE 3

#### **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within **ONE HUNDRED NINETY-SIX (196)** days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the successful installation and implementation of the GIS system.

3.2 Reserved.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify 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, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

### 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 ONE HUNDRED THIRTY NINE THOUSAND, SEVEN HUNDRED FORTY DOLLARS (\$139,740.00).**

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 Local Government 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**



**533 East Ocean Avenue, Suite #2  
Boyton Beach, FL 33435**

**ARTICLE 5  
WAIVER OF LIENS**

5.1 Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

**ARTICLE 6  
WARRANTY**

6.1 CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

**ARTICLE 7  
CHANGES IN SCOPE OF WORK**

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "D,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may 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.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

**ARTICLE 8  
INDEMNIFICATION**

8.1 Pursuant to 725.06, Florida Statutes, the Parties agree that one hundred percent (100%) of the total compensation paid to CONTRACTOR for the Work under this Agreement shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the Work or the





failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

8.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

8.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 9**

### **INSURANCE**

9.1 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.

9.2 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 any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

9.3 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.



9.4 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.

9.5 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.

#### 9.6 REQUIRED INSURANCE

9.6.1 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 Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.**

9.6.2 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 all 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.

9.6.3 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

9.6.4 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.

9.6.5 Cyber Liability including Network Security and Privacy Liability with a limit of liability of not less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to the services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment under this Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the City of Pembroke Pines' Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

## 9.7 REQUIRED ENDORSEMENTS

- 9.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 9.7.2 Waiver of all Rights of Subrogation against the CITY
- 9.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 9.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory
- 9.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY
- 9.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.



9.8 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.

9.9 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.

9.10 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 Agreement.

#### **ARTICLE 10**

##### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

10.1 During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, 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 shall agree 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. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

#### **ARTICLE 11**

##### **INDEPENDENT CONTRACTOR**

11.1 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 12**

### **TERMINATION**

12.1 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon seven (7) business days of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

12.2 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

## **ARTICLE 13**

### **UNCONTROLLABLE FORCES**

13.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

13.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 14**

### **AGREEMENT SUBJECT TO FUNDING**



14.1 This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

#### **ARTICLE 15.**

##### **VENUE**

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for actions and claims arising out of or related to this Agreement shall be in Broward County, Florida.

#### **ARTICLE 16**

##### **SIGNATORY AUTHORITY**

16.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

#### **ARTICLE 17**

##### **MERGER; AMENDMENT**

17.1 This Agreement constitutes the entire agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

#### **ARTICLE 18**

##### **DEFAULT OF CONTRACT & REMEDIES**

18.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

18.1.2 **Reserved.**

18.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:



18.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

18.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's Environmental Services Director or his or her designee relative thereto.

18.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

18.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

18.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

18.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CITY.

18.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the surety together with the costs incident thereto to such default.

18.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR,



CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.3.4 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

## **ARTICLE 19**

### **BANKRUPTCY**

19.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 20**

### **DISPUTE RESOLUTION**

20.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

#### **20.2 Operations During Dispute.**

20.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

20.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

## **ARTICLE 21**

### **PUBLIC RECORDS**



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

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

21.1.2 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;

21.1.3 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 if the CONTRACTOR does not transfer the records to the CITY; and

21.1.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically 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.

21.2 The failure of Con CONTRACTOR tractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 18**.

**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  
601 CITY CENTER WAY,  
PEMBROKE PINES, FLORIDA 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 22  
MISCELLANEOUS**





22.1 **Ownership of Documents.** Reports, surveys, 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.

22.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation 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.

22.3 **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.

22.4 **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.

22.5 **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.

22.6 **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

Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No. (954) 431-4884



Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4900  
Facsimile No. (954) 771-4923

CONTRACTOR **James Barton, President**  
**Florida Technical Consultants, LLC**  
**533 East Ocean Avenue, Suite #2**  
**Boyton Beach, FL 33435**  
**Telephone No: (954) 914-8488**

22.7 **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.

22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **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.

22.10 **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.

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

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.



22.14 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **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.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

CITY

  
MARLENE D. GRAHAM,  
CITY CLERK

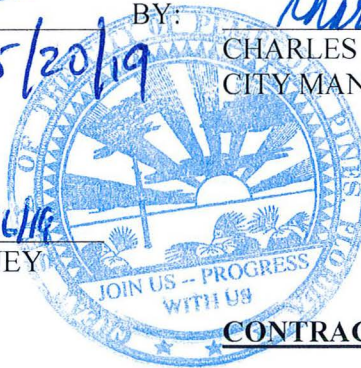
5/20/19

BY:

  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM.

  
OFFICE OF THE CITY ATTORNEY



CONTRACTOR


Witnesses:

FLORIDA TECHNICAL  
CONSULTANTS, LLC

By:

Name:

Title:

  
JAMES BARTON  
PRESIDENT

STATE OF  
COUNTY OF

Florida  
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 CONSULTANTS, 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 CONSULTANTS, 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 6<sup>th</sup> day of May, 2019.

  
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC, FOR CONTINUING GIS CONSULTING SERVICES (RFP# B-16-168) (R2016- 287); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie selected Florida Technical Consultants, LLC as the top ranked company in accordance with RFP# B-16-168 for Continuing GIS Consulting Services; and

WHEREAS, the Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services; and

WHEREAS, after review, the Town Council wishes to accept the negotiated agreement with Florida Technical Consultants, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the agreement with Florida Technical Consultants, LLC for Continuing GIS Consulting Services.

SECTION 2. The contract term is for five (5) years beginning January 5, 2017 and ending on January 4, 2022. There are two (2) additional one (1) year renewal options available. Contract extensions will be handled administratively.

SECTION 3. The Town Council hereby authorizes the expenditure from various Utilities Department Professional Services Account. Expenditures will be dependent on usage and within established annual budget.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 4<sup>th</sup> DAY OF January, 2017.

ATTEST:

  
TOWN CLERK

  
MAYOR/COUNCILMEMBER

APPROVED THIS 4<sup>th</sup> DAY OF January, 2017.

**AGREEMENT No. B-16-168  
BETWEEN THE TOWN OF DAVIE  
AND  
FLORIDA TECHNICAL CONSULTANTS, LLC  
FOR  
CONTINUING GIS CONSULTING SERVICES**

**THIS AGREEMENT** is made by and between Florida Technical Consultants, LLC a corporation organized and existing under the laws of the **State of Florida**, with offices at **401 West Atlantic Avenue, Suite 09, Delray Beach, Florida 33444** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. B-16-168 Continuing GIS Consulting Services**, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the Contractor has submitted a written proposal dated **October 6, 2016**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

**WHEREAS**, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions,

Specifications, Required Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms of the Request for Proposals and Contractor's Fee Schedule attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. The initial Agreement term will commence on January 5, 2017 and expire on January 4, 2022. The Town reserves the right to extend the agreement for two (2) additional one-year periods upon mutual agreement between the parties. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 12 day of December, 2016

Florida Technical Consultants LLC

By: [Signature]  
(Signature)

Name: JAMES BARTON  
(Print)

Title: PRESIDENT

Date: DEC 12 2016

Attest: [Signature]  
Corporate Seal/Notary Public

Corporate Seal/Notary Seal

TOWN OF DAVIE, FLORIDA

By: [Signature]  
Mayor Judith Paul

Date: 11/4/17  
Attest: [Signature]  
Evelyn Rong, Town Clerk

Approved as to form  
and legal sufficiency

[Signature]  
John Rayson, Town Attorney

Pay to the Order of  
Regions Bank  
Davie Branch, FL 33445  
888-888-8888  
For Deposit Only  
Toll Center  
8-888-8888

Page 2 of 2

TAO  
VENDOR

[Signature]





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

**Continuing Professional Services Agreement For**

**TOWN OF DAVIE**  
**RFP No. B-16-168**  
**Continuing GIS Consulting Services**

November 28, 2016

**Florida Technical Consultants Fee Schedule 2016 - 2022**

Position	Rate Aug 2016 – Sept 2018	Rate Oct 2018 – Sept 2020	Rate Oct 2020 – Sept 2022
Project Manager	\$ 125	\$ 130	\$ 135
Senior Professional Engineer	\$ 125	\$ 130	\$ 135
Project Engineer	\$ 115	\$ 120	\$ 125
Project GIS Analyst	\$ 110	\$ 115	\$ 120
Sr. CAD Manager	\$ 95	\$ 100	\$ 105
Field Inspector	\$ 95	\$ 100	\$ 105
Junior Engineer	\$ 95	\$ 100	\$ 105
GIS Specialist	\$ 95	\$ 100	\$ 105
CAD Technician	\$ 80	\$ 85	\$ 90
GIS Technician	\$ 80	\$ 85	\$ 90
Clerical	\$ 50	\$ 50	\$ 55

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](mailto:jbarton@fltechinc.com).

Respectfully submitted,

James Barton, P.E.  
President  
Florida Technical Consultants

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

Item Number: 35.

**To:** Mayor and Councilmembers**From:** Don Bayler, Utilities**Prepared By:** Heidi G. Klemm - Utilities**Subject:** Resolution**Affected District:** Town Wide**Item Request:** Schedule for Council Meeting**Title of Agenda Item:** **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC, FOR CONTINUING GIS CONSULTING SERVICES (RFP# B-16-168)**Executive Summary:** We are requesting Town Council approval of the negotiated agreement for Continuing GIS Consulting Services.

**Key Points:**

- The Town Council approved the selection of Florida Technical Consultants, LLC as the company best suited to provide continuing GIS consulting services.
- The Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services.
- We are requesting Council approval of this negotiated agreement.
- The agreement term is for five (5) years through January 4, 2022. There are two (2) additional one (1) year renewal options available for this agreement.

**Previous Actions:** R2016-287**Concurrences:** The Utilities Department and Procurement Manager have reviewed and approved this negotiated agreement.**Fiscal Impact:**

Has request been budgeted? Yes

If yes expected cost: Dependent on usage and within established budget

Account name and number: 400.60.100.536-53107 - Professional Services

If no, amount needed:

Account name funds will be appropriated from

Additional Comments

**Recommendation:** Motion to approve**Strategic Goals This Item Supports:**

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> <u>R2017 -AGREEMENT - FLORIDA TECHNICAL CONSULTANTS (GIS).docx</u>	Resolution
<input type="checkbox"/> <u>B-16-168 GIS Services Agreement-FTC JHB.pdf</u>	Agreement with Florida Technical Consultants

---

Company Submitting Bid

**INVITATION TO BID**



**ITB NO:** B-16-168

---

**TITLE:** Continuing GIS Consulting Services

---

**ADVERTISEMENT:** Friday, September 16, 2016

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**DUE DATE:** Thursday, October 6, 2016      **TIME:** 2:00 PM

---

**SUBMIT TO:** TOWN OF DAVIE  
Brian K. O'Connor C.P.M.  
6591 Orange Drive  
Davie, FL. 33314

---

**REVIEW MEETING:** None

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**COUNCIL APPROVAL:** October 2016

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**BONDS:** None

Town of Davie Bid  
**B-16-168 Continuing GIS Services**

**TOWN OF DAVIE**  
**RFP NO. B-16-168**  
**Continuing GIS Consulting Services**



Dear Potential Respondent:

The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST Thursday, October 6, 2016**, for **RFP No. B-16-168 Continuing GIS Services**. Interested firms may secure the solicitation package and all other pertinent information by visiting [http://www.davie-fl.gov/Pages/DavieFL\\_BidsAndRFP/](http://www.davie-fl.gov/Pages/DavieFL_BidsAndRFP/) or at [DemandStar.com](http://DemandStar.com).

The Town of Davie, FL is seeking proposals from qualified proposers to perform the required services for the City in full accordance with the scope of services, terms and conditions contained herein. The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses.

Questions regarding this solicitation shall be submitted in writing to [purchasing@davie-fl.gov](mailto:purchasing@davie-fl.gov) no later than 5:00 PM on Monday, October 3, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **One (1) original complete proposal package, Three (3) duplicate copies of said package and One (1) flash drive or CD copy**, to the **Town of Davie Budget and Finance / Purchasing Division – Attention: Purchasing Manager, Brian K. O'Connor, 6591 Orange Drive Davie, FL 33314** on or before the due date stipulated above. All packages shall be clearly marked "**RFP No. B-16-168 Continuing GIS Services**". The Town will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

Brian K. O'Connor  
Procurement Manager  
Town of Davie

*Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

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**Town of Davie Bid**  
**B-16-168 Continuing GIS Services**

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**Town of Davie Bid**  
**B-16-168 Continuing GIS Services**

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## **SECTION 1.0 SECTION 1.0 GENERAL TERMS AND CONDITIONS**

### **1.1 DEFINITIONS**

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

**Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

**Bid:** The written offer of a Bidder to perform the work or service.

**Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid Documents:** Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Administrator and approved by the Town Administrator and/or Town Council.

**Contract:** The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

**Contract Administrator:** Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**Town:** A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members.

**Town Administrator:** The Administrator of the Town of Davie, Florida.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

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**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

**Notice To Proceed (NTP):** The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

**Owner:** The term Owner as used in this Contract shall mean the Town of Davie.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Scope of Service:** Document which details the work to be performed by the Contractor.

**Subcontractor or Sub consultant:** Any person, entity, firm or corporation, other than the employees of the Contractor,

who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

### 1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at [www.davie-fl.gov](http://www.davie-fl.gov)

### 1.3 LOCAL PREFERENCE

#### Definitions

Local Davie Vendor-a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

Local Broward County Vendor- a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees

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within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

**Bid-** A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town's website where the award is determined by price.

**Proposal-** A proposal shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town's website where the award is determined by qualifications.

### Process

a) **Competitive Bid-** For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive

bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) **Competitive Proposal-** For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

### c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

2. Utilization of a State or other agency contract.

3. State or Federal law prohibits the

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use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.

5. Sole source or single source purchases.

6. The "local vendor" is either non-responsive or non-responsive.

7. All bids submitted exceed the budget amount for the project.

8. Emergency purchases.

9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

### **1.4 BIDDERS RESPONSIBILITIES**

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

### **1.5 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

### **1.6 DESCRIPTION OF SUPPLIES**

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the

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items as specified.

- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

**1.7 SUBMISSION OF BIDS**

- A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Town of Davie Purchasing Department, 6591 Orange Drive Davie, Florida 33314. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope.
- B. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids shall be dated and time stamped prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.
- C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope. OR can request a copy be e-mailed to them.
- D. Bids should be submitted in duplicate. Submit one original and one copy. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

**1.8 ADDENDA**

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge re-

ceipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

**1.9 REJECTION OF BIDS**

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

**1.10 WITHDRAWAL OF BIDS**

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

**1.11 LATE BIDS OR MODIFICATIONS**

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

**1.12 CONFLICTS WITHIN THE BID SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for

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clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

### **1.14 INVOICING/PAYMENT**

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

### **1.15 DISCOUNTS**

- A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

### **1.16 COMPETENCY OF BIDDERS**

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or 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 proper authorities of the Town.

- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.



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be displayed on the front of the employee's shirt.

**1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT**

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:  
Project Manager  
Town of Davie  
Attention: Public Works and Capital Projects Department  
Phone: 954-797-1085  
Fax: 954-797-1246

To the Procurement Department:  
Angie Salinas  
Buyer  
Purchasing Division  
6591 Orange Drive  
Davie, FL 33314  
Phone: (954) 797-1062 Fax: (954) 797-1049  
Email: asalinas@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**1.18 EMPLOYEES**

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall

**1.19 AWARD OF BID**

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.
- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

**1.20 BID PROTESTS**

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the

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amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's notices of intent to award are posted on the Town of Davie website.

2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.
5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

### **1.21 AGREEMENT**

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded bidder.

### **1.22 DISQUALIFICATION OF BIDDERS**

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

### **1.23 SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default.

### **1.24 ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.

### **1.25 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

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### **1.26 COLLUSION**

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

### **1.27 MAINTAINING BID STATUS**

To be retained on the active bidders list, bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the bid proposal form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

### **1.28 PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

### **1.29 PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the Town shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

### **1.30 INFORMATION**

Further information, if desired, may be obtained from the Procurement Manager, 6951 Orange Drive Davie, Florida 33314, Telephone (954) 797-1016.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Management Division at least five days prior to the date and time of the bid opening. They may be mailed or faxed to (954) 797-1049 or emailed to [purchasing@davie-fl.gov](mailto:purchasing@davie-fl.gov)

### **1.31 REQUEST FOR PROPOSAL**

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

### **1.32 EXCEPTIONS TO PROPOSAL**

The bidder must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

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**1.33 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The contractor shall indemnify and hold harmless the Town its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Town 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 the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder 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 Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract.

**1.34 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**1.35 CONFLICT OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and notwithstanding application of conflicts of law principles.

**1.36 INTERPRETATION OF THE APPROXIMATE QUANTITIES**

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated

quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

**1.37 QUANTITIES**

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

**1.38 DELIVERY, INSPECTION & TITLE**

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

**1.39 WARRANTY**

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

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### **1.40 CLAIMS**

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

### **1.41 CONTRACT RENEWAL**

Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

### **1.42 MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

### **1.43 SAFETY DATA SHEET (SDS)**

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

### **1.44 CONDITION OF MATERIALS AND PACKAGING**

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

### **1.45 SAMPLES**

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

### **1.46 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services

to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.47 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **1.48 DRUG-FREE WORKPLACE PROGRAM**

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

### **1.49 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Bidders shall sign and submit this attached form indicating understanding and compliance with the Town's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Town within five calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

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**1.50 PURCHASING AGREEMENTS WITH OTHER  
GOVERNMENT AGENCIES**

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**1.51 ACCESS TO RECORDS**

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

**1.52 RESERVED**

**1.53 INSURANCE REQUIREMENTS**

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all

employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor**

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hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

**NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

### **1.54 TOWN WEBSITE**

Bids, addenda, Intent to Awards, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: [www.davie-fl.gov](http://www.davie-fl.gov)

### **1.55 DISCLAIMER**

The Town of Davie 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 Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

### **1.56 CONFIDENTIALITY**

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's 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.

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**1.57 ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's RFP and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

**1.58 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Administrator.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

**1.60 PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

**1.61 GUARANTEE**

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for



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the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

**1.62 MANNER OF PERFORMANCE**

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill,

training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

**1.63 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

**1.64 AUTHORITY OF THE TOWN'S PROJECT ADMINISTRATOR**

- A. The Contractor hereby acknowledges that the Town's Project Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

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- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All

such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

**1.65 MUTUAL OBLIGATIONS**

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

**1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The

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Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

### **1.67 AUDITS**

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

### **1.68 SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

### **1.69 SUBCONTRACTUAL RELATIONS**

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor

will be subject to the provisions hereof as if performed directly by the Contractor.

- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the

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subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

**1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

**1.71 SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

**1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation or material misstatement.
- B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby

acknowledged by Contractor is given specific consideration to Contractor for Town's right to terminate this Agreement for convenience.

- D. The Town, through its Town Administrator, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:
  - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
  - 2. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
  - 3. Cancel orders;
  - 4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement

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and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

**1.73 EVENT OF DEFAULT**

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
  2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
  3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the

Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
  6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
  7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town may request that the Contractor, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town receives such assurances the Town may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:
1. Treat such failure as a repudiation of the Agreement;
  2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

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**1.74 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

**1.75 PATENT AND COPYRIGHT INDEMNIFICATION**

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the Town hereunder, or a

portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

**1.76 PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession may constitute or contain information or materials which the Town has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software").

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All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town and, if the Computer Software has been leased or purchased by the Town, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

**1.77 PROPRIETARY RIGHTS**

- A. The Contractor hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or become affiliated with the Town. Such license specifically includes, but is not limited to,
  - E. the right of the Town to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or become affiliated with the Town. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

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**1.78 ETHICS.**

In accordance with Section 2-327 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

**1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

E. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.

F. Florida Building Code (FBC).

G. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**1.80 NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

**1.81 CONFLICT OF INTEREST**

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.



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- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Administrator. Contractor

shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Administrator in regard to remedying the situation.

**1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
- C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

**1.83 BANKRUPTCY**

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**1.84 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

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**1.85 SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**1.87 ASBESTOS STATEMENT**

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

**1.88 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

**1.89 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available

ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

**1.90 PROHIBITION OF INTEREST**

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

**1.91 NO CONTINGENT FEES**

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the 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 the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town 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.

**1.92 E-VERIFY**

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Contractor acknowledges that the Town may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Town and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the Town and a State Agency, and reporting to the Town any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

**1.97 SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

**1.93 FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Town or Contractor hereunder may be delayed or suspended at any time while, but only so long as, 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, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

**1.94 BUDGETARY CONSTRAINTS**

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

**1.95 ANNEXATION**

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

**1.96 LITIGATION VENUE**

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**1.98 SUBMISSION AND RECEIPT OF BIDS**

N Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

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## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 COMPETENCY OF PROPOSERS:**

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

### **2.2 PERFORMANCE OF SERVICES:**

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

### **2.3 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:**

The initial contract shall be for a period of five (5) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for two (2) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator and the Town Council of the Town of Davie

### **2.4 REQUESTS FOR INFORMATION (RFI):**

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at [purchasing@davie-fl.gov](mailto:purchasing@davie-fl.gov).

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

### **2.5 AUTHORITY OF THE TOWN'S CONTRACT MANAGER:**

- A. The Contractor hereby acknowledges that the Town's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Work; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Contractor and the Contract Manager are unable to resolve their difference,

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the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Contract Manager or anyone associated with this Contract, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including the advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

**2.6 VENDOR AS AN INDEPENDENT CONTRACTOR:**

It is expressly agreed that the Contractor is an independent contractor and not an agent of Town. The Contractor shall not pledge or attempt to pledge the credit of Town or in any other way attempt to bind the Town.

**2.7 SUBCONTRACTOR:**

Subcontractors shall not be utilized on a regular basis but on occasion and in the event of an emergency wherein the Contractor is unable to fulfill the response time requirement due to extenuating circumstances. The Town of Davie shall approve any and all subcontractors used to respond to calls for service. The Contractor is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by said subcontractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the Town. Subcontractor shall follow the scope of services as stated herein. Prior to any Subcontractor's response to Town calls for service, the Contractor shall obtain written approval of the subcontractors used within the terms of this contract, and shall submit for approval to the Procurement Division Certificates of Insurance. Subcontractors shall maintain the same types and limits of insurance as required of the Contractor.

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

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- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the Agreement, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

**2.8 EVALUATION METHOD AND CRITERIA:**

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the Town.

Award will be made only to responsive responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the Town based on the "best value to the Town" using the following criteria:

**Criteria**

- Scope of Services Proposed
- Firm's Qualifications
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Prices Proposed

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals. Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) and/or facility site visits with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. The Town also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

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**2.9 NEGOTIATIONS:**

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

**2.10 CONTRACT AWARD:**

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which proposal is in the best interest of the Town shall be final.



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## **SECTION 3.0 SPECIFICATIONS**

### **3.1 PURPOSE:**

The Town of Davie announces that professional qualifications are requested from consulting firms ("Proposer(s)") for **CONTINUING GIS SERVICES**, for the TOD Utilities Department in the distribution, collection, Water Treatment, Wastewater Treatment and Reuse Facilities. The requested continuing professional services include, but are not limited to, the following:

### **3.2 SCOPE OF WORK:**

The Proposer shall perform, as needed, continuing GIS consulting services for TOD and the TOD's water and sewer utility system and service area. The applications for which consulting services will be needed will require close and frequent liaison with the TOD Utilities Director and IT Director. Priorities and delivery schedules will be established by TOD Utilities/IT Departments and may be changed or amended frequently. Most projects will be web and web applications based, and may include but are not limited to, the following:

- Update and Correct Existing Data
  - Create web applications for the field collection of various utility infrastructure assets
  - Update existing GIS desktop utility map and existing web based utility map to include all provided as-built information including, manhole structure, pipeline, valve, water and sanitary service line, water/ IQ meter, backflow preventer, fire hydrant, lift station, inter-connects, air relief valves ,well data and any other applicable utility asset
  - Attributes to be added/ verified include:
    - Boundaries
      - Service Area boundaries
      - Neighborhood/ Subdivision Boundaries
      - Municipal Boundaries
    - Pipelines:
      - Material (Pipe & Casing)
      - Year Constructed/ Rehabilitated
      - Diameter (Pipe & Casing)
      - Abandoned vs in service
      - Flow Directions
      - Main break locations & year
      - Valve locations, type
      - Chlorine residual data
    - Utility Easements - O.R. book & Page #
    - Manhole/ Cleanout
      - Rim & Invert elevations
      - Year Constructed/ Rehabilitated
    - Fire Hydrant
      - Number
      - Flow rating & recent test flow data
    - Lift Station
      - Number
      - Public VS Private
      - Pump information & design flow rate

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- Wetwell Depth & influent/ effluent pipe data
  - Contributing areas/ cascading station information
- Backflow Prevention Devices
  - Year Installed
  - Type/ size
  - Certification # & Date
- Provide TOD Utilities/IT Departments GIS data to third parties as directed by the TOD Utilities/IT Directors
- Host accessible GIS data during the collection and quality control portion of the process and provide final data to TOD Information Technology (IT) Department for final input.
- Update existing GIS utility map to include Town of Davie service area and facilities for use by TOD Utility Locating Contract vendor
- Provide hyperlinks to as-builts on desktop utility map
- Provide training to the respective TOD personnel
- Special work orders for the development of GIS layers for various applications and/or related Capital Improvement project
- Evaluation of existing GIS system, and recommendations for future applications & improvements

**3.3 GENERAL LOCATION OF WORK:**

Additional Information for the RFQ

- Experience – Three similar projects within the last three years one of which was in Broward County or five in Florida
- Availability – Should have an office in the tri-county area and/or have a representative available for bi-weekly on site status meetings
- Demonstration – Prepare a twenty to forty minute demonstration of a current or past sanitary sewer or water layer of an active GIS data base (preferably in the ESRI ArcGIS online platform) with commentary and question/answer session.
- References
- Resume – Company and/or staff resume
- Budget – The TOD Utilities Department intends to budget between \$25,000 & \$35,000 annually for these services

**3.4 TERM OF CONTRACT:**

Bidder will be bidding on a three (3) year contract with the option to renew for two (2) additional years. Providing the successful bidder(s) will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year-to-year basis, if mutually agreed upon by both parties.

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**SECTION 4.0 PRICING PAGE**

JOB CLASSIFICATION	RATE
GIS CONSULTANT	

Executed by: \_\_\_\_\_

(Type or print name)

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

For ( Company): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**The Bidder agrees to accept the Town of Davie's Visa procurement card for payment. Circle one  
YES OR NO**

**Town of Davie Bid  
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**SECTION 5.0 TOWN REQUIRED FORMS**

**NON-COLLUSIVE AFFIDAVIT**

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

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

BIDDER is the  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)  
My Commission Expires: \_\_\_\_\_

**Town of Davie Bid  
B-16-168 Continuing GIS Services**



**TOWN OF DAVIE  
E-VERIFY FORM**

Bid No: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_  
Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name

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

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

**Town of Davie Bid  
B-16-168 Continuing GIS Services**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

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

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

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

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Proposers Signature

**Town of Davie Bid  
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**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_, Company \_\_\_\_\_,

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie requests copies of the criminal back ground checks and drug test results.

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



**Town of Davie Bid  
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**ATTACHMENT “E”**

**Town of Davie  
Vendor/Bidder Disclosure**

I, \_\_\_\_\_, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the Town of Davie (“Town”) are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

FEIN \_\_\_\_\_

State and date of incorporation \_\_\_\_\_

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest

**Town of Davie Bid**  
**B-16-168 Continuing GIS Services**

in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

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By: \_\_\_\_\_  
Signature of Affiant

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

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

SUBSCRIBED AND SWORN TO or affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, he/she is personally known to me or has presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Print or Stamp of Notary

\_\_\_\_\_  
Serial Number

My Commission Expires : \_\_\_\_\_

**Town of Davie Bid  
B-16-168 Continuing GIS Services**



**Town of Davie  
Local Vendor Preference**

**Affidavit of Eligibility**

*Complete all areas below. Incomplete forms may be rejected.*

\_\_\_\_\_ My business is located within the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_

Physical address:

\_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Davie? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Town of Davie: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (insert a number) full time employees.

**If your business is a Broward County business but not located within the Town of Davie please fill out the information on the next page.**

**Town of Davie Bid  
B-16-168 Continuing GIS Services**



**Town of Davie  
Local Vendor Preference  
Broward County Vendor**

**Affidavit of Eligibility**

*Complete all areas below. Incomplete forms may be rejected.*

\_\_\_\_\_ My business is located within Broward County but not in the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_

Physical address:

\_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Broward County? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Broward County: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (insert a number) full time employees.

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

**Town of Davie Bid**  
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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

<b>Form W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give form to the requester. Do not send to the IRS.</b>
<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ◆ _____ <input type="checkbox"/> Other (see instructions) ◆	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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.

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

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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 4.

**Sign Here**      Signature of U.S. person ◆

Date ◆

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are

waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or
3. 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

## Town of Davie Bid B-16-168 Continuing GIS Services

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
  - An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income

from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

## **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## **Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

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## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**LOBBYING INTEREST**

**Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.**

I, \_\_\_\_\_ representing \_\_\_\_\_  
declare that I have read the attached form and that (check one):

\_\_\_\_\_ My company is not interested in lobbying either staff or elected officials on any subject associated with this Request for Proposal (RFP)

\_\_\_\_\_ My company is interested in lobbying either staff or elected officials on matters associated with this Request for Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

e-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**LOBBYING INTEREST**

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Title of RFP: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

ORDINANCE NO. 2012-17

AN ORDINANCE OF IBE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV OF THE TOWN OF DAVIE CODE OF ORDINANCES TO COMPLY WITH PROVISIONS OF THE BROWARD COUNTY CODE OF ETHICS FOR ELECTED OFFICIALS BY REVISING DEFINITIONS, PROVIDING FOR DISCLOSURES, PROVIDING FOR A REGISTRATION FEE, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie determines and declares that open and responsible operation of municipal government requires that the fullest opportunity be afforded to the people to petition and freely express to their elected and appointed officials, their opinions on legislation and other actions and issues; and

WHEREAS, in order to preserve and maintain the integrity of the governmental decision making process, it is necessary that the identity and activities of certain persons who engage in efforts to influence Councilmember's either by direct communication to such officials or by solicitation of others to engage in such efforts be publicly and regularly disclosed; and

WHEREAS, the Broward County Commission enacted an ethics code for elected officials that became effective on January 2, 2012 which provides definitions for lobbyists, and lobbying activities; and

WHEREAS, the Ethics Code for Elected Officials also requires that lobbyists register with the municipality prior to engaging in lobbying activity; and

WHEREAS, the Town of Davie desires to amend Chapter 2, Article IV of the Code of Ordinances to incorporate definitions and lobbyist registration requirements as outlined in the Broward County Ethics Code for Elected Officials; and

WHEREAS, the Town of Davie seeks to recoup the costs of registering lobbyists and maintaining the disclosure requirements as set forth in the Ethics Code for Elected Officials by establishing a fee.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

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SECTION L That Chapter 2 of the Code of the Town of Davie is hereby amended by adding thereto Article IV to read as follows:

#### ARTICLE IV. REGISTRATION OF LOBBYISTS

##### Sec. 2-56 INTENT AND PURPOSE.

The Town Council of the Town of Davie detemlines and declares that, to maintain the integrity of the government decision making process, the Town of Davie Councilmember's, Staff and residents have a legitimate need to know certain information about the activities of "lobbyists", as defined in this ordinance. The Town Council also finds that "lobbying", as defined in this ordinance, is a legitimate form of free speech, which is frequently an important and necessary part of the legislative process. As such, this ordinance seeks to impose the least burden which is reasonably necessary on lobbyists, in order to satisfy this public need for information.

##### Sec. 2-57 DEFINITIONS.

- (a) "Candidate" means an individual who is conducting a campaign for a elected office in the Town of Davie, Florida.
  - (b) "Campaign" means the election process for any elected Municipal Official whether opposed or not and whether a special or regular election, beginning with the date of officially filing for office with the Town Clerk and ending with the last day of voting which finally determines the outcome of the election.
  - (c) "Covered Individual" means (i) any member of the Town of Davie Council (ii) any member of a final decision-making body under the Town of Davie (iii) any individual directly appointed to a Town employment position by the Town Council, (iv) any individual serving on a contractual basis as the Town Attorney or Town Administrator, when such individual is acting in his or her official capacity; (v) any member of a selection, evaluation, or procurement committee that ranks or makes recommendations to the Town Council regarding a municipal procurement; (vi) any employee, any official, or any member of a committee of the Town that has authority to make a final decision regarding a public procurement; and (vii) the head of any department, division, or office of the Town who makes final recommendations to the Town Council regarding items that will be decided by the final decision-making authority. For purposes of the prohibition on lobbying under section (c)(2) below, "Covered Individual" also includes members of other local governmental entities within Broward County, including authorities, quasi-judicial boards, appointed boards, and commissions.
  - (d) "Economic consideration" means something of actual monetary value.
  - (e) *Elected Official means* any member of the Town of Davie Town Council and any Municipal Official as defined below.
  - (f) "Immediate family" means either a father, mother, sister, brother, child, spouse or person residing in the same residential unit.
  - (g) "Legislation" means any ordinance, resolution, or proposal of any kind which is the subject of present or prospective action by the Town Council.
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(f) ~~Removed~~

(h) *"Lobbying" or "Lobbying Activities"* means a communication, by any means, from a lobbyist to a covered individual regarding any item that will foreseeable be decided by a final decision-making authority, which communication seeks to influence, convince, or persuade the covered individual to support or oppose the item.

~~(g) "Lobbyist" means a person who is employed or receives payment, or who contracts for economic consideration, for the purpose of lobbying, or a person who is principally employed for the purpose of influencing governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. An employee of the principal is not a "lobbyist" unless the employee is principally employed for the purpose of influencing governmental affairs. "Principally employed for the purpose of influencing governmental affairs" means that one of the principal or most significant responsibilities of the employee to the employer is overseeing the employer's various relationships with government or representing the employer in its contacts with government. The following persons are excluded from the definition of "Lobbyist":~~

- ~~1. Persons who are solely responding to the direct inquiry of a Town Official.~~
2. Town Officials acting in the course of official Town business.

*"Lobbyist"* means a person who is retained, with or without compensation, for the purpose of lobbying, or a person who is employed by another person or entity, on a full-time or part-time basis, principally to lobby on behalf of that other person or entity. "Lobbyist" does not include a person who is:

- a. An Elected Official, employee, or appointee of Broward County or of any municipality within Broward County communicating in his or her official capacity.
- b. An individual who communicates on his or her own behalf, or on behalf of a person or entity employing the individual on a full-time or part-time basis, unless the individual is principally employed by that person or entity to lobby.
- c. Any employee, officer, or board member of a homeowners' association, condominium association, or neighborhood association when addressing, in his or her capacity as an employee, officer, or board member of such association, an issue impacting the association or its members; or
- d. Any employee, an officer, or a board member of a nonprofit public interest entity (e.g., Sierra Club, NAACP, ACLU) when addressing an issue impacting a constituent of that entity.

G) *"Municipal Official"* means any individual serving as a member of the governing body of a municipality within Broward County or serving as a municipal mayor within Broward County.

- (k) "Ordinance" means the Town of Davie, Florida, Ordinance for the Registration of Lobbyists.
- (l) "Person" means any individual, business, corporation, association, partnership, governmental agency or other association recognized as a legal entity pursuant to Florida law.

- (m) "Principal" means the person for or upon whose behalf the lobbyist is lobbying .
- (n) "Registration" means providing the information required by this ordinance, in writing, annually, and in Supplements and Amendments, as may be required. "Register "means to provide a registration in such a manner.
- (o) "Town" means the Town of Davie, Florida.

#### Sec. 2-58 REGISTRATION.

(a) Prior to engaging in lobbying activities, every lobbyist shall register with the Town by filing with the Town Clerk the following information in writing:

(1) The name, address and telephone number of the lobbyist is required on every, amended, and supplemental registration. The "address" must be a physical address (e.g. not a Post Office Box) where the lobbyist either resides or customarily does business .

(2) The nature and extent of any business, professional or familial relationship which the lobbyist, or any member of the lobbyist's immediately family, has had with any Municipal Official, or member of the immediate family of any Municipal Official within the period of time commencing twenty-four (24) months prior to registration and extending through the date of registration. No disclosure would be required of any such relationship existing prior to the effective date of this ordinance.

(3) The nature and extent of any involvement, activity or assistance, whether paid or voluntary, by any lobbyist, or any member of the lobbyist 's immediate family, with the current or the most recent campaign of any current elected Municipal Official, or current candidate for Town Council.

(4) Name, address and phone number of the lobbyist's principal(s), if known at the time of registration. The "address" must be a physical address (e.g. not a Post Office Box) where the principal either resides or customarily does business.

(5) The general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration.

(b) There shall be a fee in the amount of \$50 (Fifty Dollars) charged by the Town, for each principal represented and by each any lobbyist. Such fee shall cover the cost of registering and maintaining a database of lobbyists as required by the Broward County Code of Ethics for Elected Officials. Said fee may be amended as needed by resolution.

(c) The registration information, and any supplement or amendment shall be filed in the Town Clerk's office. The registration must be signed by the lobbyist and attested to under penalty of perjury. The Town Clerk may approve a form of registration consistent with this ordinance, which shall be used in all cases, except where unavailable.

(d) Registration will be yearly, running from October 1st to September 30th of each year, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required, per principal, per lobbyist.. However, if any of the information required in the registration form is new or changed (for example, a new principal, as defined by this ordinance, or a

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new specific subject of lobbying), then the Lobbyist must supplement or amend the registration before additional lobbying.

- (e) Notwithstanding any provision to the contrary in this Ordinance, no lobbyist shall be required to register only because the lobbyist has spoken at any public hearing or public meeting of the Town of Davie.

Sec. 2-59. CONDUCT OF PRINCIPALS AND OF TOWN COUNCIL.

- (a) Any principal who retains a lobbyist(s) in the Town shall take reasonable measures to supervise and monitor its lobbyist(s) to insure compliance with this Ordinance.
- (b) Any Councilmember who has actual knowledge and recollection of a lobbyist who fails to register as required in this Ordinance, or of a lobbyist who makes a material misrepresentation in Registration shall disclose same in writing to the Town Clerk as soon as reasonably practical. Failure to make such disclosure shall subject the Councilmember to a penalty as provided for in Section 2-61(a). Nothing in this section shall require any inquiry by any Councilmember to ascertain the compliance by any person with this Ordinance, nor does this section imply that any Councilmember is required to remember all of his or her past dealings with lobbyists.

Sec. 2-60. GENERAL CONSTRUCTION.

- (a) Examples and section headings are provided for clarity and for purposes of illustration only. Examples are not intended to imply that the illustration is the sole or exclusive possibility.
  - (b) All language and terms in this ordinance shall be construed according to the definitions contained in the ordinance. If there is no explicit definition in this ordinance, then the language or term shall be construed according to the ordinary legal meaning in Florida; or if there is no ordinary legal meaning in Florida, then according to the ordinary and reasonable meaning to residents of the Town.
  - (c) Lobbyist registrations must be true and accurate for matters of which the lobbyist has actual knowledge, or which the lobbyist may ascertain through reasonably diligent inquiry.
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## Sec. 2-61. PENALTIES.

A "Penalty" in this ordinance means the penalties specified in the Town of Davie Code of Ordinances, Section 1-9 ("General penalty; continuing violations"); or in the event said Section 1-9 is repealed or superseded, the general penalty specified by Town of Davie Code of Ordinances for violations of the Town of Davie Code of Ordinances. However, notwithstanding any language to the contrary in the general Code provisions for penalties, the maximum penalty for violation of this Lobbyist ordinance shall not exceed five hundred dollars (\$500.00). This ordinance shall be enforced by issuance of a notice to appear in County Court as authorized by Section 162.22, Florida Statutes, as it may be amended from time to time.

Any lobbyist who fails to register or willfully violates this ordinance shall be subject to a penalty, as provided in subsection (a) above; and additionally shall be subject to imposition by the Town Council of a prohibition of further lobbying in the Town for up to one year.

Any Councilmember or Principal who knowingly and willfully directs or permits a lobbyist to violate this ordinance shall be subject to a penalty as provided in subsection 2-61(a).

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.


SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4. This Ordinance shall take effect sixty (60) days after its passage and adoption.

PASSED ON FIRST READING THIS 1ST DAY OF AUGUST, 2012.

PASSED ON SECOND READING THIS 15<sup>TH</sup> DAY AUGUST 2012.

  
MAYOR/COUNCILMEMBER

ATTEST:  
  
TOWN CLERK  
APPROVED THIS 15 DAY

## TOWN OF DAVIE LOBBYIST'S REGISTRATION STATEMENT AND OATH

Registration will be annual, from October 1st to September 30th, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required. If, however, any of the information required on the registration form is new or changed (for example, a new principal, as defined by Section 2-57 of Ordinance 2012-17, or a new specific subject of lobbying), the Lobbyist must then supplement or amend the registration before additional lobbying. (Ordinance 2012-17, Section 2-58(d))

## LOBBYIST INFORMATION (Ordinance 2012-17, Section 2-58(a)(1))

Name \_\_\_\_\_

Address \_\_\_\_\_

{ must be a physical address (e.g. not a Post Office Box) where the lobbyist resides or customarily does business)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Explain the nature and extent of any business, professional or familial relationship which the lobbyist, or any member of the lobbyist's immediate family, has had with any Town official, or member of the immediate family of any Town official within the period of time commencing twenty-four (24) months prior to registration.

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Explain the nature and extent of any involvement, activity or assistance, whether paid or voluntary, by any lobbyist, or any member of the lobbyist's immediate family, with the current or the most recent campaign of any current elected Town official, or current candidate for Town Council. (2012-017, Section 2-58(a)(3))

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**LOBBYIST'S PRINCIPAL(S) INFORMATION (Ordinance 2012-17, Section 2-58(a)(4))**

Name \_\_\_\_\_

Address \_\_\_\_\_

(must be a physical address (e.g. not a Post Office Box) where the principal resides or customarily does business)

City \_\_\_\_\_ State Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Explain the general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration. *H not* known at time of filing, the registration must be supplemented when the matter is determined. (Ordinance 2012-017, Section 2-58(a)(5))

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby acknowledge that I have received a copy of Ordinance 2012-17, concerning registration of lobbyists and acknowledge that any violation of this Ordinance shall result in penalties as stated in said Ordinance. I further acknowledge that this form must be accompanied by payment in the amount of \$50 for each principal represented and by each lobbyist. (Ordinance 2012-17, Section 2-58(b))

I hereby attest and affirm under penalty of perjury, that the facts contained herein are true and correct. Further, I understand that I am required to notify the Town Clerk, in writing, of any changes to the information contained herein and that I am required to complete a lobbyist statement for each new principal or subject matter which occurs throughout the year.

Signature of Lobbyist \_\_\_\_\_

STATE OF FLORIDA ) \_\_\_\_\_

) SS:

COUNTY OF )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission expires \_\_\_\_\_

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

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

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**FIRM NAME:** \_\_\_\_\_**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_**TITLE OF OFFICER:** \_\_\_\_\_

**PROPOSAL SIGNATURE PAGE FOR CORPORATION**

The officers of the Corporation are as follows:

NAMEADDRESS

President \_\_\_\_\_

Vice-President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent \_\_\_\_\_

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

\_\_\_\_\_

\_\_\_\_\_

Post Office Address

PROPOSER:

\_\_\_\_\_  
(CORPORATE NAME)\_\_\_\_\_  
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: \_\_\_\_\_  
SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: \_\_\_\_\_

\_\_\_\_\_

**PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP**

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER

\_\_\_\_\_  
(FIRM NAME)

Witnesses:

(SEAL)

\_\_\_\_\_  
SIGNATURE AND E-MAIL ADDRESS

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

\_\_\_\_\_  
Title (Sole Proprietor or Partner)

Post Office Address:

\_\_\_\_\_

\_\_\_\_\_  
TELEPHONE

CITY in which fictitious name is registered.

\_\_\_\_\_  
Attach a copy of proof of registration

**DRUG-FREE WORKPLACE PROGRAM**

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

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

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

---

VENDOR'S SIGNATURE

---

PRINTED NAME

---

NAME OF COMPANY



**SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

---

SIGNATURE

---

PRINTED NAME

---

NAME OF COMPANY

---

TITLE

Failure to sign this page shall render your bid non-responsive

**Town of Davie  
B-16-168  
Continuing GIS Services**

**SOURCE OF INFORMATION**

How did you find out about this solicitation? Check all that applies.

- |   |                          |                             |
|---|--------------------------|-----------------------------|
| 1. <a href="http://www.davie-fl.gov">www.davie-fl.gov</a>     | <input type="checkbox"/> |                             |
| 2. <a href="http://www.demandstar.com">www.demandstar.com</a> | <input type="checkbox"/> |                             |
| 3. The Sun Sentinel   | <input type="checkbox"/> |                             |
| 5. Referral/word-of-mouth                                     | <input type="checkbox"/> | Specify Source: _____       |
| 6. Search Engine/Internet search                              | <input type="checkbox"/> |                             |
| 7. E-mail, newsgroup, online chat<br>_____                    | <input type="checkbox"/> | Specify _____ Source: _____ |
| 8. Banner or Link on another website                          | <input type="checkbox"/> |                             |
| 9. Flyer, newsletter, direct mail                             | <input type="checkbox"/> | Specify Source: _____       |
| Other<br>_____  | <input type="checkbox"/> | Specify _____ Source: _____ |

*Please note: This survey form is used for internal Procurement purposes only.*



**Town of Davie  
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Continuing GIS Services**

**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 **TOWN OF DAVIE, 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 non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 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, and partners. Shareholders, employees, members, and agents who are active in

**Town of Davie**  
**B-16-168**  
**Continuing GIS Services**

management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.
  - ☐ 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**

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

Personally known \_\_\_\_\_

OR \_\_\_\_\_ Name of Notary

Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

**Town of Davie  
B-16-168  
Continuing GIS Services**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  }     SS:  
COUNTY OF                            }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**Town of Davie  
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**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA                    }  
  }  
COUNTY OF                            }

SS:

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

a)       He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;

b)       He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c)       Such Proposal is genuine and is not collusive or a sham Proposal;

d)       Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e)       The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**Town of Davie  
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Continuing GIS Services**

**ACKNOWLEDGMENT**

STATE OF FLORIDA                    }  
  }       SS:  
COUNTY OF                            }

BEFORE ME, the undersigned authority personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large



**Town of Davie  
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Continuing GIS Services**

**PROPOSER QUESTIONNAIRE**

1. Today's Date:

2. Name of Company Submitting Proposal:

3. How many years has your firm been in business under its present business name?: \_\_\_\_\_

3. Under what other former name(s) has your firm operated?: \_\_\_\_\_

4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one:      No      Yes      If yes, please explain: \_\_\_\_\_

5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one:      No      Yes

If yes, please explain: \_\_\_\_\_

6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one:      No      Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: \_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this BID. Please attach certificate of competency and/or State registration.

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary): \_\_\_\_\_

9. State the name and title of the individual who will have personal management of the work: \_\_\_\_\_

**Town of Davie  
B-16-168  
Continuing GIS Services**

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10. State the name and address of attorney, if any, for the firm: \_\_\_\_\_

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11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: \_\_\_\_\_

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12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: \_\_\_\_\_

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13. Bank references:

<u>BANK NAME</u>	<u>ADDRESS (CITY, STATE, ZIP)</u>	<u>PHONE</u>
<u>NUMBER</u>		

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14. Surety (bonding) references – Attach a letter specifying maximum bondability from at least one (1) surety reference named below (Refer to Section 2.0, Item 10-10.1)

<u>SURETY</u>	<u>ADDRESS (CITY, STATE, ZIP)</u>	<u>PHONE</u>
<u>NUMBER</u>		

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15.. Firm has attached a current Certificate of Liability Insurance?    Yes    No

16. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. \_\_\_\_\_

**Town of Davie  
B-16-168  
Continuing GIS Services**

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**17. Disclosure of Conflict of Interest**

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship
------	--------------

<hr/>	<hr/>
<hr/>	<hr/>

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
\_\_\_\_\_ )

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ who is personally known to me or produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

**SEAL**

(if Corporation)

**Town of Davie  
B-16-168  
Continuing GIS Services**

**AGREEMENT No. SAMPLE AGREEMENT ONLY  
BETWEEN THE TOWN OF DAVIE  
AND  
CONTRACTOR NAME**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, **2016** by and between **Contractor Name** a **corporation** organized and existing under the laws of the **State of XXXXXX**, with offices at **Address** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

**WITNESSETH:**

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. XXXX-XX TITLE**, which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the Contractor has submitted a written proposal dated **XX**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

**WHEREAS**, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

**Town of Davie**  
**B-16-168**  
**Continuing GIS Services**

4. The Town agrees to make payment in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in **B-16 XXXX** unless Contractor is otherwise notified by the Town. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Town of Davie  
B-16-168  
Continuing GIS Services**

**SIGNATURE PAGE**

The undersigned attests to their authority to submit this proposal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposers response pursuant to Request for Proposals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
  
7. Proposer understands that all information listed above may be checked by the TOWN and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the TOWN and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted by the Proposer on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Company\_\_\_\_\_

Signature\_\_\_\_\_

**END OF CONTRACT**



**TOWN OF DAVIE**  
**RFP No. B-16-168**  
**Continuing GIS Consulting Services**

Submitted to:  
**TOWN OF DAVIE**  
Finance / Purchasing Division

**Attention: Purchasing Manager**

Brian K. O'Connor C.P.M.  
6591 Orange Drive  
Davie, FL 33314



Submitted by:

**Florida Technical Consultants**  
401 West Atlantic Avenue, Suite 09  
Delray Beach, FL 33444

Contact Person:

**James Barton P.E., LEED AP**  
954.914.8488  
jbarton@fltechinc.com  
www.fltechinc.com

**October 6, 2016 2:00 PM**



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

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Dear Selection Committee:

October 6, 2016

Florida Technical Consultants (FTC) is pleased for the opportunity to submit this brief Statement of Qualifications for consideration by the Town of Davie to support the Utilities Department. FTC is an engineering firm with a specialty and focus in providing GIS services supporting municipal engineering, utilities and public works departments.

FTC possesses a unique set of GIS skills with a strong engineering base which enable us to provide applied GIS deliverables. The main goal of the data and tools will be to help the Utilities Department solve problems and better coordinate with agencies, contractors and consultants.

We have worked with the Town Utilities Department using GIS to provide coordination with Broward County, fire hydrant contractors and design consultants. We are familiar with the current GIS data and Town staff who will be using the system. This is very important as there will be no learning curve by us or staff. We will drive the program as soon as we start.

The program will consist of completion of data updates using record drawings, implementing Online applications for field verification and training staff to use the system. The more staff use the system, the more successful it will be. The needs of the Town will guide the program. Our objective will be to allow staff to perform most of the detailed office research and field visits. That way staff will possess the local knowledge and FTC will keep costs low.

As well as Town of Davie, FTC has provided high quality Applied GIS services to many surrounding municipalities including Cooper City, Coral Springs Improvement District, Town of Palm Beach Boca Raton, Boynton Beach, South Martin Regional Utilities and many others. Our best clients are those who run utilities and see the value that GIS provides. We encourage you to contact our references, including your own staff.

We are committed, available and uniquely qualified to continue making the GIS in the Town of Davie a successful and useful tool for your staff and organization. We look forward to the opportunity to provide more information and present our qualifications. If you have any questions, please call James Barton, P.E., President at 954-914-8488 or email [jbarton@fltechinc.com](mailto:jbarton@fltechinc.com)

Respectfully Submitted  
Florida Technical Consultants

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

James Barton PE.  
President



**Table of Contents:**

**Section 1: Scope of Services Proposed**

**Section 2: FTC Qualifications**

**Section 3: Resources and Availability**

**Section 4: Experience with Government Entities**

**Section 5: Client References and Past Performance**

**Section 6: Pricing and Other Forms**

## **Section 1: Scope of Services Proposed**

Florida Technical Consultants is the most qualified firm in the region to provide GIS support services to the Town of Davie Utilities Department. We have worked with the Town in the past during which we started a program to update the GIS data, implement Web Based GIS with the staff and train users. The following section outlines the proposed approach to the scope of service outlined in the RFQ. This approach ensures that the Town will receive the continued priority service required to complete the GIS data build and integrate the GIS into the operations of Utilities.

Our approach for the Town will include 3 main components:

1. **Data Completion:** This will be a time intensive work load at the beginning of the project to get most of the data into a working format. Data will be collected from as-builts and existing reports. The data will be posted to ArcGIS Online and mobile apps will be built for field crews to work with the data to identify deficiencies. It is estimated that most available data will be entered into the GIS within the first 6 months, particularly the sanitary system. Much of the required data is only available in the field so Town staff will need to perform site visit to collect data in the long term.
2. **Operationalization:** Making the data useful to the field crews requires interaction with teams before, during and after development. It is anticipated field apps will be built to verify and collect some of the attributes required. Each feature will be treated as a separate project. Leveraging staff during maintenance will provide better results much faster than using FTC, saving money while scaling up the use of GIS throughout the organization. The data collection will be managed through a plan, setting timeframes and ensuring quality throughout. It is important to start with 'Easy Wins' to show success in the system and gain support from the field teams. Once the inventories are completed, the apps will change in configuration to track repetitive maintenance.
3. **Training and Program Support:** One of FTC's biggest strengths is GIS training. The analytical capabilities of GIS are impressive once the data is collected. We see our long term role as integrating into the GIS program through training management in the capabilities for planning / reporting and training field staff to continually build a better atlas. GIS software continues to evolve, especially in the ArcGIS Online platform and FTC will always be bringing new capabilities to the Town.

The following table demonstrates the items from the scope of service, the source data and where they generally fall in the program. Most of the data from asbuilts will be loaded within the first 6 months. Some items such as hydrants and backflows are excellent opportunities to build field apps for inspections. Many of the items need an approved unique identifier (numbering system). All data will be built in geodatabases in ArcGIS Desktop, then posted to ArcGIS Online for field use. Field apps will not edit the geodatabases, but will add clarification points which will be used for data updates.

The current system of posting data sets to a shared environment can be continued. This allows FTC staff to perform updates which are immediately accessible to all Town staff. As ArcGIS Online becomes more developed, we are finding that more of our work is being used in the Online environment. This is a growing technology which FTC will continue to adopt.

System / Layer	Attributes	Source	Notes
Web Applications			Web applications will be built for many facilities that need verification in the field.
Lift Stations	Number Public VS Private Pump information & design flow rate Wetwell Depth & influent/ effluent pipe data	Field Verify	This has been implemented. The data will be reconciled with the GIS. Field verification will be done for private lift stations.
Interconnects	Staff to Specify	Field Verify	These are completed. Additional information can be collected if necessary.
ARVs	Staff to Specify	Field Verify	This app will allow staff to track all ARVs, especially critical ones at aerial crossings
Aerial Crossings	Staff to Specify	Field Verify	The location and condition of aerial crossings will be gathered by staff
Wells	Staff to Specify	Field Verify	Several components of the wells can be collected along with photos.
Manholes	Staff to Specify	Field Verify	Staff will verify location and flow direction.
Backflows	Year Installed Type/ size Certification # & Date	GeoCode – Field Verify	Map according to address or field app. Track inspections with field app.
Fire Hydrants	Number Flow rating & recent test flow data	As Builts – Field Verify	Hydrant field inventory app to collect attributes such as manufacturer and year. Hydrant inspection app to collect test flow data
Valves	Type	As Builts – Field Verify	Many of these are in. A field app will be built for valve verification and tracking valve turning.
Meters	Staff to Specify	Geocode / Field Verify	Meters can be added through geocoding but then they must be made more accurate in the field.
Cleanouts / Laterals	Rim & Invert elevations Year Constructed/ Rehabilitated		These can be mass produced in a model, then corrected over time.
Construction Management	Schedules, Budgets, Locations		An app can be made to track progress of ongoing construction projects, accessed in the field or on desktop.

System / Layer	Attributes	Source	Notes
<b>Boundaries</b>			
Service Areas	Cascading station information	Existing GIS	Built based on direction of gravity flow. Flow rates estimated and accumulated in model
Neighborhood/ Subdivision Boundaries		County	These must be updated annually
Municipal Boundaries		County	These must be updated annually
<b>Pipelines</b>	Material (Pipe & Casing) Year Constructed/ Rehabilitated Diameter (Pipe & Casing) Abandoned vs in service Flow Direction	As Builts	The general line work must be cleaned and made more spatially accurate mostly through valve mapping. Most of the attribute data will be available in as-builts. This will be entered within the first 6 months.
Main breaks	Locations & year	GeoCode – Field Verify	Map according to address or field app to track over time. These will be point locations which can then be associated with the lines.
Valves	Type	As Builts – Field Verify	Many of these are in. A field app will be built for valve verification and tracking valve turning.
Chlorine residual data		GeoCode – Field Verify	Map according to address or field app. Inspection app for monthly reports
<b>Utility Easements</b>	O.R. book & Page #	As Builts	This could be a significant project and will be programmed according to the priority of Town
<b>Sanitary Sewer</b>			
ss Gravity Mains	Diameter, Material, Direction	As Builts	Need to Add Facility ID
ss Manhole Structure	Rim & Invert elevations Year Constructed/ Rehabilitated	As Builts	Need to Add Facility ID
ss Lift Stations		As Builts – Field Verify	Field app specific to Lift Stations, including bypass, generators, etc.
ss Force Mains			The line work to be cleaned and made more spatially accurate through valve mapping. Attribute data will be available in as-builts. To be entered in 6 months.

System / Layer	Attributes	Source	Notes
Background Data			
Streets		County	These must be updated annually
Parcels		County	These must be updated annually
Aerials		County	These must be updated annually
Surface Model		SFWMD	

Long term maintenance will include working with staff to continually update and improve the existing data and map new features as necessary. The FTC approach is to piggyback activities already being performed by staff to track information. Activities will include:

- Coordinating with outside permit agencies, contractors and consultants as directed by Town. This may include building specific data to satisfy requirements, or building specific field verification applications for additional field data collection. These must often be done on an emergency basis.
- Maintain existing GIS map (desktop & web based) with new development project as-builts, and with field corrections from Town staff. These may include proposed projects.
- Provide hyperlinks to as-built record drawings through a map interface. This is possible in desktop or TOD GIS Server.
- Provide training to the respective Town personnel
- Other work orders
- Special work orders for the development of GIS layers for various applications
- Establishing a Capitol Improvement Project tracking tool for Utilities to communicate with the residents and Town
- Evaluation of existing GIS system, and recommendations for future applications & improvements

Long Term GIS Initiatives could include Engineering Analysis supporting Meter updates, Utility Fees, System Modeling, CMOM tracking, Pretreatment and other studies.

FTC is willing and able to host the data until such a time as the TOD is ready for IT to take it over. The benefit of FTC hosting initially is to be able to learn what coordination requirements are required and establish a quick response protocol.

The only way to success is to work with staff. Most of our training is with field staff, who often have the greatest desire to have accurate information in the field. Our references will validate that FTC is committed to performing the best quality services to support the Town of Davie.

We hope we have addressed all RFQ requirements. We are always available to clarify any topics.

## **Section 2: Firm Qualifications**

Florida Technical Consultants (FTC) is pleased to provide the Town of Davie Utilities Department our firm credentials and qualifications. FTC is a Professional Engineering Firm in the State of Florida and small business in Palm Beach County, based out of Delray Beach. We specialize in providing GIS services for Municipalities with Utilities, Public Works and Engineering needs. Having provided the initial GIS conversion from CAD, we know the needs of The Town, understand the scope of services, and have a strong plan to complete the data and operationalize the GIS.

Detailed project experience descriptions are provided in Section 5.

## Certificates

FTC is incorporated in Florida.


**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, 2016, that its most recent annual report was filed on January 31, 2016, 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 Thirty-first day of January, 2016*

  
**Secretary of State**

**Tracking Number: C0407901887**

To authenticate this certificate, visit the following website: <http://www.floridastate.gov/certificates>

<http://www.floridastate.gov/certificates>

**ANNE M. GANNON**  
Serving you.

**STATE OF FLORIDA**  
PALM BEACH COUNTY  
201600017 LOCAL BUSINESS TAX RECEIPT  
LBTR Number: 20160001703  
EXPIRES: SEPTEMBER 30, 2017

**FLORIDA TECHNICAL CONSULTANTS LLC**  
401 W ATLANTIC AVE STE 09  
DELRAY BEACH, FL 33444

**CITY OF DELRAY BEACH**  
BUSINESS TAX RECEIPT  
RECEIPT NO 17 0057790  
CONTRACT NO 140622  
DATE ISSUED: 7/28/16  
BUSINESS TAX FEE: \$181.24  
DELINQUENCY FEE: .00  
TRANSFER FEE: .00  
TOTAL AMOUNT PAID: \$181.24

**FLORIDA TECHNICAL CONSULTANTS LLC**  
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DELRAY BEACH, FL 33444

**STATE OF FLORIDA**  
PALM BEACH COUNTY  
201600017 LOCAL BUSINESS TAX RECEIPT  
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DELRAY BEACH, FL 33444







### **Section 3: Resources and Availability**

## Availability

FTC will always be available to meet with the town of Davie for progress meetings, on site training and meetings with any and all outside agencies that require coordination. The office is located in Delray. One employee lives in Broward close to Davie.

## Organization

FTC is a small firm with 2 employees, both experts in GIS, one a Professional Engineer. This is important because the project will require an in depth understanding of how utilities work, how they are managed and how to set up the GIS for operations support. This is the specialty of FTC, which is an uncommon focus for Engineering firms. Although FTC has done some engineering design projects, most of our clients are utility departments of municipalities, some with GIS departments and some without. Our approach varies between clients.

### *Office Headquarters*

The FTC Office Headquarters is located at 401 West Atlantic Avenue, Suite 09, Delray Beach, FL 33444. All services will be provided from the Delray Office or through face to face training at the Town. The bulk of data updates will be handled remotely. There are 2 employees based from Delray, both of which will be performing onsite training. Both have a long history working with Town staff. One lives in Broward not far from Davie.

## Key Staff

FTC has a combination of full time employees and highly skilled sub-consultants. The combined skills of the team can cover all Town GIS needs. Since the Team is small, it is very economical as additional support can be brought on without significantly increasing overhead expenses. The team can also provide additional value added services that other firms cannot provide.

### *James Barton P.E. President (FTC Employee 2 Years)*

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.

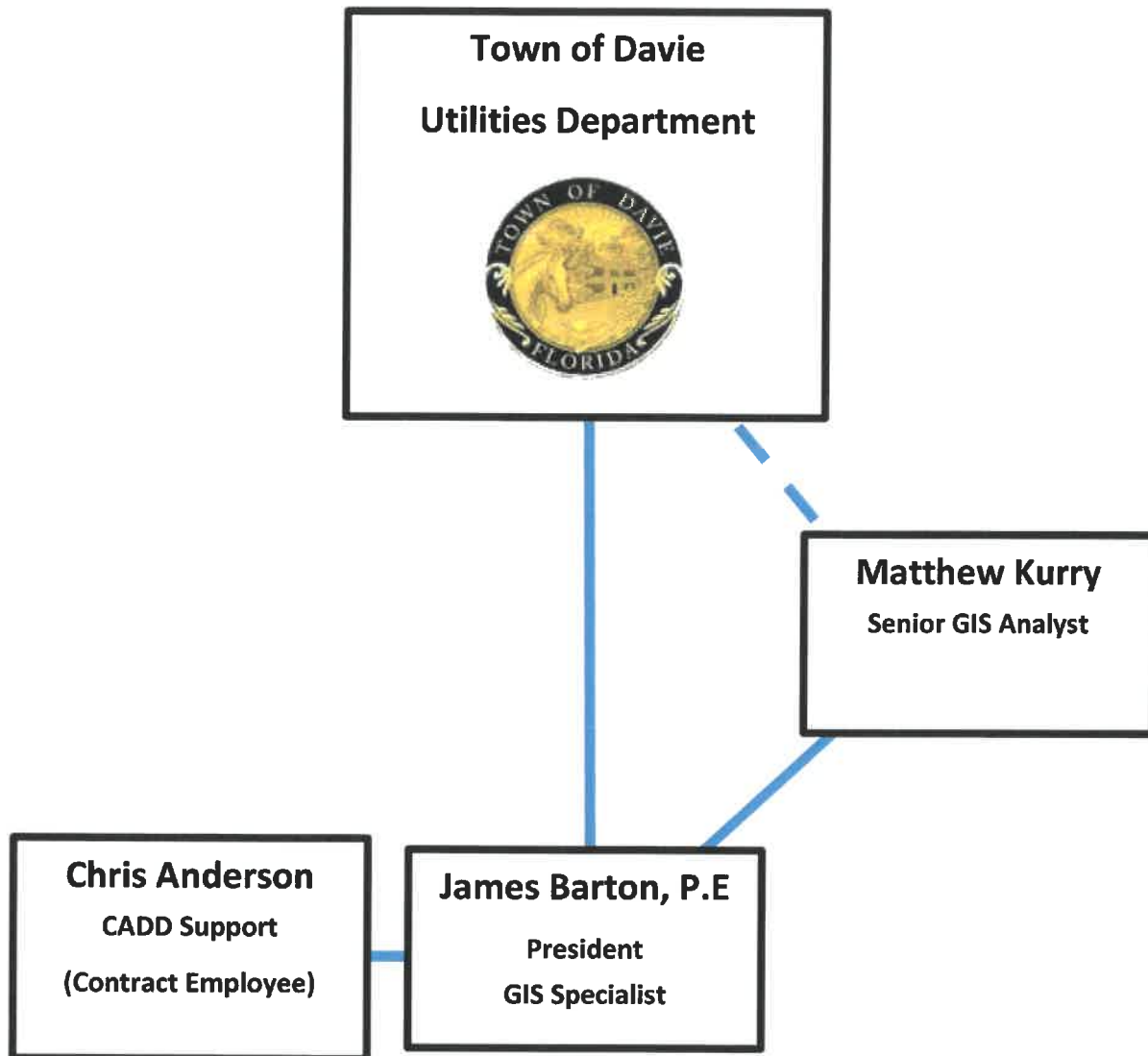
### *Matthew Kurry: Senior GIS Analyst (FTC Employee 8 Months)*

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. He taught GIS at Broward Community College. 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. Matt lives in Oakland Park, a short drive from Davie. He knows the field staff and is excited about continuing training.

### *Chris Anderson: CAD Technician (Contract Employee)*

Chris is one of the best CAD technicians in the region. He will provide any CAD support necessary to work with CAD files from contractors.

### Organization Chart



James Barton will be the direct contact with the Town. Matthew will work directly with staff through training and program support. Chris will assist with converting Civil 3-D record drawings into a GIS consumable format.

## FTC's Current and Anticipated Work Load

Section 1 outlined a detailed methodology proposed for the Town in terms of

- Data Completion
- Operationalization
- Program Support and Training

In summary, the bulk of detailed digitizing work and hours to complete the atlas will fall within the first 6 months. Once built, the focus of work will shift to program support and training, requiring far less hours. Presently FTC has completed data builds for several clients and is in maintenance mode. This means we have as many hours available as needed to continually support the Town at any level indefinitely.

Presently FTC is actively working with 3 clients. The labor intensive data builds are completed. The program now includes training field crews to develop and work with mobile apps to continually collect and track maintenance on features. We anticipate the Town will require limited hours once the data builds are completed. We are very comfortable with the published budget.

Client	Current Program	Hours Required
Town of Palm Beach	Building field apps for Beach Access, Signs, Trees, Buildings,	8 – 12 hrs per week
Cooper City	Tracking valve turning from contractor, finding missing valves, mapping meters and blowoffs	4 hrs per week
South Martin Regional Utilities	Correcting field atlas, Lift Station Inventory, Hydrant replacement program	8 hrs per week
<b>Town of Davie</b>	<b>AVAILABLE HOURS</b>	<b>56 hrs per week available</b>

## Resumes

Detailed resumes are provided on the next pages.

**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 experience 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 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 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.

## **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 Spring04 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 student Teaching Assistant in Communication Studies.

### **Computer / Technical**

Geographical Information Systems/Remote Sensing: ESRI ArcGIS and components 8.3-10, MapInfo 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 Photo Shop, 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 assigned institution.

Robert K Futterman. New York, November 2012-February 2014.

Senior GIS Analyst at national retail real estate firm. Primary responsibilities include 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 head quarters. 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.



## **Christopher A Anderson (Contract Employee)**

### **Education**

Associate of Science, Computer Aided Drafting,  
ITT Technical Institute, 2003

Mr. Anderson serves as a CAD Designer. His previous experience includes designing subdivisions in California as well as Utah. In addition, he has been utilizing Civil3D for design and plan production.

While assisting FTC, Mr. Anderson routinely receives CAD files from contractors / engineering firms, converts the digital CAD into GIS friendly layers and transposes them into correct coordinate spaces. Doing some of the CAD cleanup work before migrating into GIS often saves enormous amounts of time and money for the client.

### **The following projects reflect Mr. Anderson's previous work experience while with another firm:**

Broadview Park Bid Pack 3. The Broadview Park Neighborhood Improvement Project (BNIP) was the last of the Neighborhood Infrastructure Improvements projects to be carried out by Broward County in the unincorporated areas. This Bid Package addressed the sanitary sewer and drainage improvements, as well as improvements to the community's sidewalks, roadway and landscape. These improvements consisted of 47,000 linear feet of gravity sewer, 6,200 linear feet of 8" force main, 20,100 linear feet of drainage pipe along with roadway restoration and new sidewalks for a total construction cost of approximately \$13.3 million. The gravity sewer system was designed using a GIS capacity analysis tool that calculated and summarized the flow rates for each parcel in the service area. GIS was utilized during the permitting phase to graphically show the flow for each pipe and during construction to track resident complaints, track the work that had been completed and estimate the Contractor's variance from the original schedule.

Riviera Beach Blue Heron Boulevard. Relocation of utilities in conjunction with the Florida Department of Transportation road widening project on Blue Heron Boulevard. The project includes coordination with the City to determine the location and condition of existing City-owned facilities including water mains, raw water mains, gravity sewer and force main. Based on the

conflicts identified between City facilities and the future

FDOT facilities, design drawings will be produced for the utility relocations and replacements. Extensive coordination with the Florida Department of Transportation is necessary to determine funding sources, location of proposed facilities, scheduling and permitting. Coordination is also required with the Palm Beach County Health Department for permitting.

Riviera Beach Dyer Rd and Haverhill Blvd. Coordinating the relocation of underground utilities which are in conflict with the proposed road widening project for Dyer Blvd. and Haverhill Road. Once the site visit was completed he did a site visit and coordinated with several agencies to estimate the scope of services required for this relocation.

The scope of service included the following:

- Coordination with Palm Beach County
- Coordination with City
- Coordinate with Palm Beach County Health Department
- Additional test holes for utility locates
- Prepare relocation design plans
- Permit assistance
- Bidding assistance
- Construction administration

RBUD Blue Heron Congress. Coordinated the relocation of underground utilities w proposed road widening project.



## **Section 4: Experience with Government Entities**

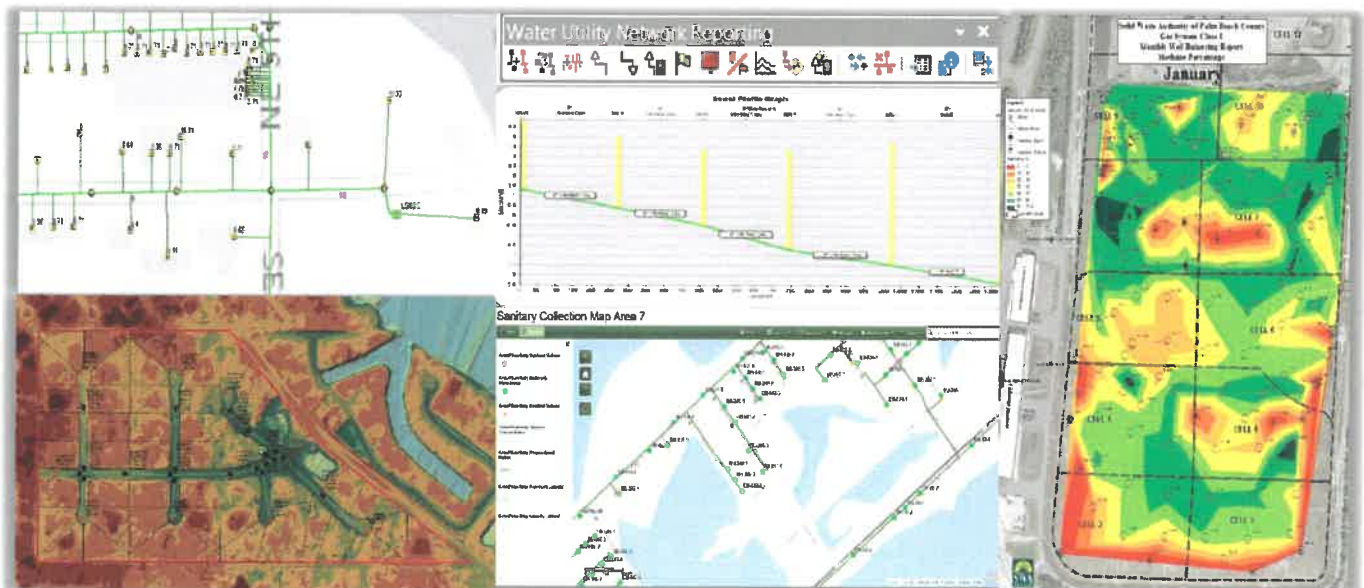
**Florida Technical Consultants (FTC)** was founded in 2014. Based on extensive experience using GIS for engineering projects, and as an ESRI Silver Business Partner with an ArcGIS Online Specialty, the Goal of FTC is to provide support services to Municipalities through:

- Data Compilation and Analysis for Projects and Studies
- GIS Data Building, Cleaning and Configuring for Utilities / Public Works Management
- Engineering Design, Permitting, Technical Specifications and Support Services
- Plans Review for GIS Compliance
- ArcGIS Online for Field Construction Administration
- Construction Information Management, GIS Record Drawing Submittals
- GIS Training and Support

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 administration.

FTC can offer utility 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.



## **Section 5: Client References and Past Performance**

The following pages provide descriptions of similar projects completed or in progress. Most projects are being managed as continuing program support programs.

<p><b>Cooper City</b>  Mr. Michael Bailey  11791 SW 49th Street  Cooper City, FL 33330  (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  \$20,000</p> 
<p><b>South Martin Regional Utility</b>  Mario E. Loaiza, P.E. -  Utility Director  9650 SE Water Street  Hobe Sound, FL 33475  (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  \$20,000</p> 

garrettg@ci.marathon.fl.us

10/7/2014 – present

### Sanitary Collection Map Area 7

TownofPalmBeach.com

3/24/2014 present



**City of Boca Raton Utilities**

Ms. Talia Garcia  
4101 Glades Road  
Boca Raton FL 33431  
(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 in order to update the LGIM to support these systems.

1/1/2013 – present  
\$20,000

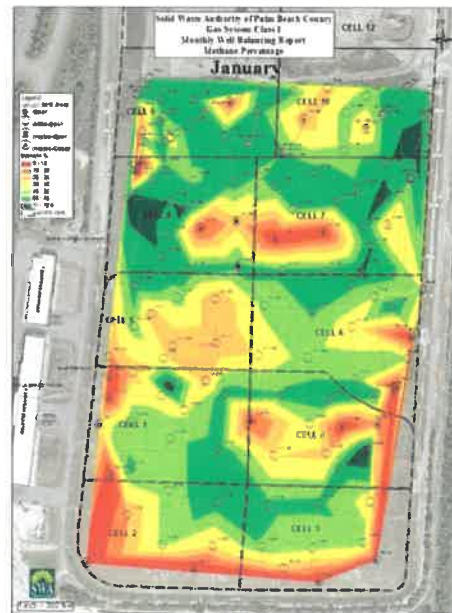


**Solid Waste Authority of Palm Beach County**

Ms. Josephine Rudd  
7501 N. Jog Road  
West Palm Beach, FL 33412  
(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  
\$20,000



**City of Dania Beach**  
Mr. Ronnie Navarro  
1201 Stirling Rd  
Dania Beach, FL 33004  
(954) 924-3615  
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 aerals and ArcGIS Online. Systems included water, sewer and drainage.  
08/10/2015 – present  
\$10,000



**Town of Davie**  
Mr. Don Bayler  
Utilities Director  
7351 SW 30 Street  
Town of Davie,  
FL 33314  
Ph 954-327-3741  
Fax 954-327-3752  
Don\_Bayler@davie-fl.gov

FTC converted the City CAD Atlas to GIS. ArcGIS Applications were developed and staff were trained to inventory and field verify features. Systems included water and sewer.  
09/15/2014– present  
\$20,000

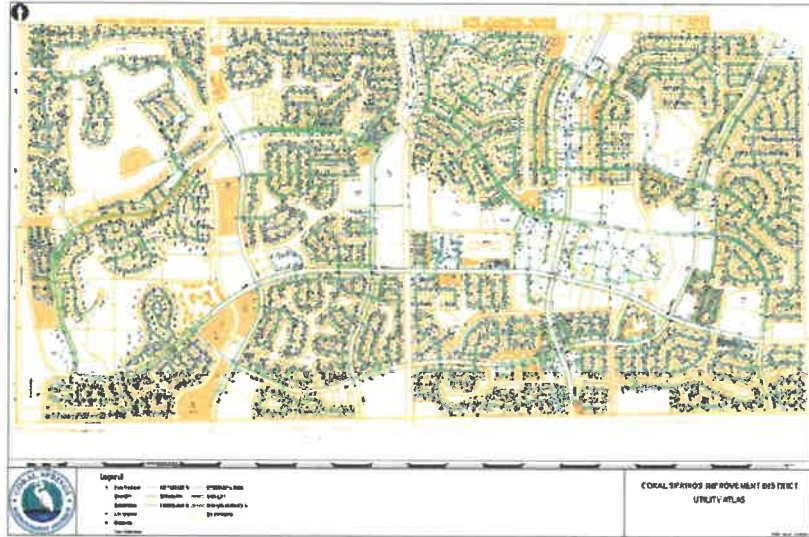


**Coral Springs Improvement District**  
Mr. Curt Dwiggs  
Supervisor, CSID  
Coral Springs FL 33071  
(954) 796 6608  
CurtD@fladistricts.com

FTC provided data setup and training for the CSID to collect and input their own data into GIS. Training was done on data collection using ArcGIS Online field apps and building data sets with desktop.

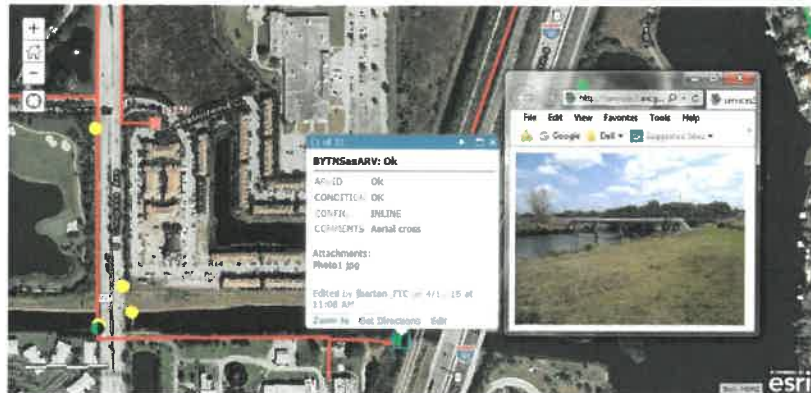
10/01/15 – Present

\$4,000



**Boynton Beach Utilities**  
Michael Low, Manager,  
Technical Services  
Boynton Beach Utilities  
City of Boynton Beach  
124 E. Woolbright Rd.  
Boynton Beach,  
Florida 33435  
(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 staff were trained to inventory and field verify features.





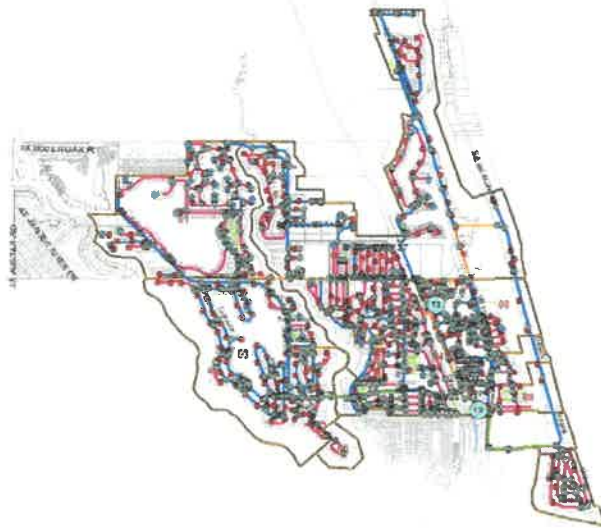
**Village of Tequesta**

Mr. Sam Heady  
345 Tequesta Dr  
Tequesta, Florida 33469  
(561) 722-1167  
shedy@tequesta.org

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. All data was loaded into an asset management system.

09/10/2015 – present

\$20,000



## **Section 6: Pricing and Other Forms**

**Town of Davie Bid  
B-16-168 Continuing GIS Services**

**SECTION 4.0 PRICING PAGE**

JOB CLASSIFICATION	RATE
GIS CONSULTANT: Project Manager	\$125/hour
GIS CONSULTANT: GIS Specialist	\$95/hour

Executed by: James Barton, P.E., LEED AP

Title: President (Type or print name)

For ( Company): Florida Technical Consultants, LLC

Address: 401 West Atlantic Ave Suite 09 Delray Beach FL 33444

Telephone Number: 954.914.8488 Fax Number: 561.265.0806

Email: jbarton@fltechinc.com

The Bidder agrees to accept the Town of Davie's Visa procurement card for payment. Circle one  
YES OR **NO**



**Town of Davie Bid  
B-16-168 Continuing GIS Services**

**SECTION 5.0 TOWN REQUIRED FORMS**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF Florida  
COUNTY OF Palm Beach

James Barton, P.E., LEED AP being first duly sworn deposes and says that:

BIDDER is the President  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By James Barton, P.E., LEED AP

Subscribed and sworn to before me this 4 day of October, 2016.

Judith A. Clark  
Notary Public (Signature)

My Commission Expires: \_\_\_\_\_



**Town of Davie Bid  
B-16-168 Continuing GIS Services**



**TOWN OF DAVIE  
E-VERIFY FORM**

Bid No: B-16-168

Project Description: Continuing GIS Consulting Services

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: Florida Technical Consultants, LLC

Authorized Signature: 

Print Name James Barton, P.E., LEED AP

Title: President

Date: October 6, 2016

**Town of Davie Bid  
B-16-168 Continuing GIS Services**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

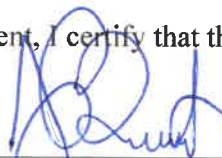
In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

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

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

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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



James Barton, P.E., LEED AP

Proposers Signature

**Town of Davie Bid  
B-16-168 Continuing GIS Services**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, James Barton, P.E., LEED AP, Company Florida Technical Consultants, LLC

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie requests copies of the criminal back ground checks and drug test results.

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

A handwritten signature in blue ink, appearing to be 'JBarton', is written over a horizontal line.

**Town of Davie Bid  
B-16-168 Continuing GIS Services**

**ATTACHMENT "E"**

**Town of Davie  
Vendor/Bidder Disclosure**

I, James Barton, P.E., LEED AP, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:	<u>Florida Technical Consultants, LLC</u>
Address:	<u>401 West Atlantic Ave Suite 09</u> <u>Delray Beach FL 33444</u>
FEIN	<u>47-1886339</u>
State and date of incorporation	<u>Florida</u>

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
<u>James Barton, P.E., LEED AP</u>	<u>401 West Atlantic Ave Suite 09</u> <u>Delray Beach FL 33444</u>	<u>100</u> %
<u></u>	<u></u>	<u></u> %
<u></u>	<u></u>	<u></u> %
<u></u>	<u></u>	<u></u> %

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest



**Town of Davie Bid  
B-16-168 Continuing GIS Services**

in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

N/A

By:



Signature of Affiant

Date: October 6, 2016

James Barton, P.E., LEED AP

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 4 day of October 2016, by James Barton he/she is personally known to me or has presented \_\_\_\_\_ as identification.



Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number \_\_\_\_\_

My Commission Expires : \_\_\_\_\_



**Town of Davie Bid  
B-16-168 Continuing GIS Services**



**Town of Davie  
Local Vendor Preference**

**Affidavit of Eligibility**

*Complete all areas below. Incomplete forms may be rejected.*

\_\_\_\_\_ My business is located within the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_ N/A \_\_\_\_\_

Physical address: \_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Davie? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Town of Davie: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (insert a number) full time employees.

**If your business is a Broward County business but not located within the Town of Davie please fill out the information on the next page.**

**Town of Davie Bid  
B-16-168 Continuing GIS Services**



**Town of Davie  
Local Vendor Preference  
Broward County Vendor**

**Affidavit of Eligibility**

*Complete all areas below. Incomplete forms may be rejected.*

\_\_\_\_\_ My business is located within Broward County but not in the Town of Davie.

LEGAL NAME OF FIRM: \_\_\_\_\_ N/A \_\_\_\_\_

Physical address: \_\_\_\_\_

Phone number \_\_\_\_\_ Fax number \_\_\_\_\_

Email address \_\_\_\_\_

Has the business name changed since it was opened in Broward County? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes please provide the previous business name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Date your business was established in Broward County: \_\_\_\_\_

Business license: License number: \_\_\_\_\_ Date issued: \_\_\_\_\_

\_\_\_\_\_ A copy of my Business Tax Receipt is attached.

I employ \_\_\_\_\_ (insert a number) full time employees.

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

**Town of Davie Bid  
B-16-168 Continuing GIS Services**

Authorized Signature: \_\_\_\_\_ Date: October 6, 2016

Printed Name & Title: James Barton, P.E., LEED AP President

<b>Form W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give form to the requester. Do not send to the IRS.</b>
<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Florida Technical Consultants, LLC</b>	
	Business name, if different from above <b>Florida Technical Consultants, LLC</b>	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ◆ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ◆	
	Address (number, street, and apt. or suite no.) <b>401 West Atlantic Ave Suite 09</b>	
	City, state, and ZIP code <b>Delray Beach FL 33444</b>	
List account number(s) here (optional)		
Requester's name and address (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 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.

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

Social security number

or

Employer identification number

**47-1886339**

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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 4.

**Sign Here** Signature of U.S. person ◆

Date ◆ **October 6, 2016**

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are

waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.**

I, James Barton, P.E., LEED AP representing Florida Technical Consultants, LLC  
declare that I have read the attached form and that (check one):

x My company is not interested in lobbying either staff or elected officials on any subject associated with this Request for Proposal (RFP)

           My company is interested in lobbying either staff or elected officials on matters associated with this Request for Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: Continuing GIS Consulting Services

Bidder Name: Florida Technical Consultants, LLC

Address: 401 West Atlantic Ave Suite 09

Delray Beach FL 33444

Phone Number: 954.914.8488

Fax Number: 561.265.0806

e-mail Address: jbarton@ftechinc.com

Signature: 

Print Name: James Barton, P.E., LEED AP

**LOBBYING INTEREST**

**Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.**

I, James Barton, P.E., LEED AP representing Florida Technical Consultants, LLC declare that I have read the attached form and that (check one):

☒ My company is not interested in lobbying either staff or elected officials on any subject associated with this Request For Proposal (RFP)

☐ My company is interested in lobbying either staff or elected officials on matters associated with this Request For Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: Continuing GIS Consulting Services

Bidder Name: Florida Technical Consultants, LLC

Address: 401 West Atlantic Ave Suite 09  
Delray Beach FL 33444

Phone Number: 954.914.8488

Fax Number: 561.265.0806

Email Address: jbarton@fitechinc.com

Signature: 

Print Name: James Barton, P.E., LEED AP

## TOWN OF DAVIE LOBBYIST'S REGISTRATION STATEMENT AND OATH

Registration will be annual, from October 1st to September 30th, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required. If, however, any of the information required on the registration form is new or changed (for example, a new principal, as defined by Section 2-57 of Ordinance 2012-17, or a new specific subject of lobbying), the Lobbyist must then supplement or amend the registration before additional lobbying. (Ordinance 2012-17, Section 2-58(d))

## LOBBYIST INFORMATION (Ordinance 2012-17, Section 2-58(a)(1))

Name N/A

Address \_\_\_\_\_

{must be a physical address (e.g. not a Post Office Box) where the lobbyist resides or customarily does business}

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Explain the nature and extent of any business, professional or familial relationship which the lobbyist, or any member of the lobbyist's immediate family, has had with any Town official, or member of the immediate family of any Town official within the period of time commencing twenty-four (24) months prior to registration.

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Explain the nature and extent of any involvement, activity or assistance, whether paid or voluntary, by any lobbyist, or any member of the lobbyist's immediate family, with the current or the most recent campaign of any current elected Town official, or current candidate for Town Council. (2012-017, Section 2-58(a)(3))

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**LOBBYIST'S PRINCIPAL(S) INFORMATION (Ordinance 2012-17, Section 2-58(a)(4))**Name N/AAddress \_\_\_\_\_  
(must be a physical address (e.g. not a Post Office Box) where the principal resides or customarily does business)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Explain the general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration. *H not* known at time of filing, the registration must be supplemented when the matter is determined. (Ordinance 2012-017, Section 2-58(a)(5))

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I hereby acknowledge that I have received a copy of Ordinance 2012-17, concerning registration of lobbyists and acknowledge that any violation of this Ordinance shall result in penalties as stated in said Ordinance. I further acknowledge that this form must be accompanied by payment in the amount of \$50 for each principal represented and by each lobbyist. (Ordinance 2012-17, Section 2-58(b))

I hereby attest and affirm under penalty of perjury, that the facts contained herein are true and correct. Further, I understand that I am required to notify the Town Clerk, in writing, of any changes to the information contained herein and that I am required to complete a lobbyist statement for each new principal or subject matter which occurs throughout the year.

Signature of Lobbyist \_\_\_\_\_

STATE OF FLORIDA ) \_\_\_\_\_

)

SS:

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by  
 \_\_\_\_\_ who is personally known to me or who has produced  
 \_\_\_\_\_ as identification.

My Commission expires \_\_\_\_\_

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



**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES****PART I:**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated 9/23/2016

Addendum #2, Dated 10/05/2016

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

**PART II:**☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.**FIRM NAME:** Florida Technical Consultants, LLC**AUTHORIZED SIGNATURE:**  **DATE:** October 6, 2016**TITLE OF OFFICER:** James Barton, P.E., LEEDAP President



## ADDENDUM TO BID DOCUMENTS

**SOLICITATION**     **B-16-168 Continuing GIS Services**

<b>ADDENDUM No.</b>	<b>1</b>	<b>BID OPENING DATE</b>	<b>10/6/16 @ 2:00pm</b>	<b>TODAY'S DATE</b>	<b>9/23/2016</b>
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To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

### RFIs

Q.1: Pipelines: Will the information of the pipelines (coordinate locations, material, year etc..) be provided or will it require field collection and locating the pipelines?

A.1: This information will be provided by TOD Utilities staff via as-built data and field verification.

Q.2: Manhole/Cleanout: This will require field survey crew to collect the rim and invert elevations. Will this information be provided or is it requested that we collect this data as well?

A.2: This information will be provided by TOD Utilities staff via as-built data and field verification.

Q.3: Fire Hydrant/Lift Station/Backflow Prevention Devices: Once again will the information be provided to map or data collection is part of these items as well?

A.3: Same as above with the addition of hydrant maintenance vendor data.

Q.4: TOD utilities: Is it required to provide coordinate locations of TOD utilities in survey grade accuracy or if sub-meter (2-3 feet) accuracy is acceptable. (This question applies to all other items above)

A.4: Only water meter coordinates would require survey grade; for all other data points sub-meter will be sufficient.

Q.5: How strict are the experience qualifications you are seeking in the candidate? Our survey department had an underground utilities data collection project that we can transform into a GIS application to show as a demonstration of our skills. Would this be acceptable? Additionally, we have numerous GIS projects which show our expertise in the software performing many GIS functions however it isn't all applicable to utility work. Is this acceptable?

- A.5: We are looking for an experienced team in the ESRI GIS online platform that can provide ongoing support to utility specific existing layers and new data layers as required.

Reviewed by:



Purchasing Manager  
Purchasing Division

**Acknowledged by:**

Florida Technical Consultants, LLC

Contractor

James Barton, P.E., LEED AP

Authorized Representative (Printed )

President

Title

Signature

October 6, 2016

Date

**PROPOSAL SIGNATURE PAGE FOR CORPORATION**

The officers of the Corporation are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President	James Barton, P.E., LEED AP	401 West Atlantic Ave Suite 09 Delray Beach FL 33444
Vice-President	N/A	
Secretary	N/A	
Treasurer	N/A	
Registered Agent	N/A	

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

James Barton, P.E., LEED AP 12008 North Lake Drive Boynton Beach, FL 33436

Post Office Address

PROPOSER:

Florida Technical Consultants, LLC  
(CORPORATE NAME)

 jbarton@fitechinc.com

PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: \_\_\_\_\_  
SECRETARY

YES ☒ NO ☐

If no, give address of principal place of business: \_\_\_\_\_

**PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP**

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

N/A

PROPOSER

(FIRM NAME)

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

CITY in which fictitious name is registered.

Attach a copy of proof of registration

**DRUG-FREE WORKPLACE PROGRAM**

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

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

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

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

James Barton, P.E., LEED AP  
\_\_\_\_\_  
PRINTED NAME

Florida Technical Consultants, LLC  
\_\_\_\_\_  
NAME OF COMPANY

### SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

  
SIGNATURE

James Barton, P.E., LEED AP  
PRINTED NAME

Florida Technical Consultants, LLC  
NAME OF COMPANY

President  
TITLE

Failure to sign this page shall render your bid non-responsive

**Town of Davie  
B-16-168  
Continuing GIS Services**

**SOURCE OF INFORMATION**

How did you find out about this solicitation? Check all that applies.

- |   |                                     |                             |
|---|-------------------------------------|-----------------------------|
| 1. <a href="http://www.davie-fl.gov">www.davie-fl.gov</a>     | <input type="checkbox"/>            |                             |
| 2. <a href="http://www.demandstar.com">www.demandstar.com</a> | <input checked="" type="checkbox"/> |                             |
| 3. The Sun Sentinel   | <input type="checkbox"/>            |                             |
| 5. Referral/word-of-mouth                                     | <input type="checkbox"/>            | Specify Source: _____       |
| 6. Search Engine/Internet search                              | <input type="checkbox"/>            |                             |
| 7. E-mail, newsgroup, online chat<br>_____                    | <input type="checkbox"/>            | Specify _____ Source: _____ |
| 8. Banner or Link on another website                          | <input type="checkbox"/>            |                             |
| 9. Flyer, newsletter, direct mail                             | <input type="checkbox"/>            | Specify Source: _____       |
| Other<br>_____  | <input type="checkbox"/>            | Specify _____ Source: _____ |

*Please note: This survey form is used for internal Procurement purposes only.*



**Town of Davie  
B-16-168  
Continuing GIS Services**

**INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

Florida Technical Consultants, LLC  
Proposer's Name

[Signature]  
Signature

October 6, 2016  
Date

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

James Barton, P.E., LEED AP who, after first being sworn by me, affixed his/her  
[name of individual signing]  
signature in the space provided above on this 4 day of October, 2016

[Signature]

NOTARY PUBLIC



**Town of Davie  
B-16-168  
Continuing GIS Services**

**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 **TOWN OF DAVIE, FLORIDA**

By: James Barton, P.E., LEED AP  
(print individual's name and title)  
For: Florida Technical Consultants, LLC  
(print name of entity submitting sworn statement)

whose business address is: 401 West Atlantic Ave Suite 09 Delray Beach FL 33444

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: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).

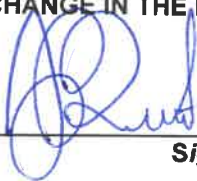
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any 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 non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. 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 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, and partners. Shareholders, employees, members, and agents who are active in

**Town of Davie  
B-16-168  
Continuing GIS Services**

management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.
  - ☐ 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.**



James Barton, P.E., LEED AP

**Signature**

Sworn to and subscribed before me this 4 day October, 2016

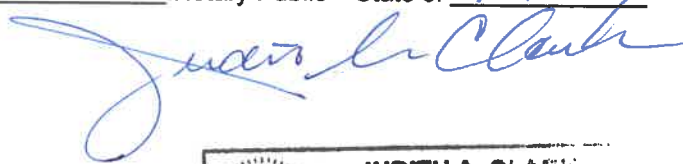
Personally known

OR

Produced identification

Name of Notary

Notary Public – State of FL



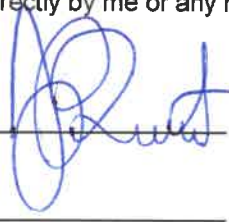
**Town of Davie  
B-16-168  
Continuing GIS Services**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  }  
COUNTY OF   Palm Beach            }

SS:

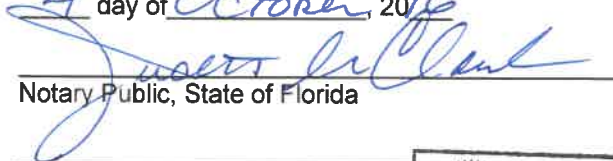
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and Florida Technical Consultants, LLC or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

  
\_\_\_\_\_

By: James Barton, P.E., LEED AP

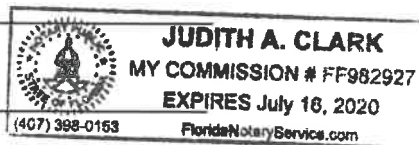
Title: President

Sworn and subscribed before this

4 day of October, 2016  
  
\_\_\_\_\_  
Notary Public, State of Florida

(Printed Name)

My commission expires: \_\_\_\_\_



**Town of Davie  
B-16-168  
Continuing GIS Services**

**NON-COLLUSIVE AFFIDAVIT**

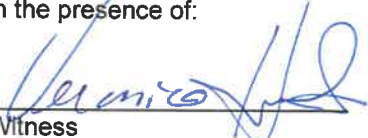
STATE OF FLORIDA                    }  
  }  
COUNTY OF   Palm Beach           }

SS:

James Barton, P.E., LEED AP being first duly sworn, deposes and says that:

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

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Witness

By: 

James Barton, P.E., LEED AP  
(Printed Name)

PRESIDENT  
(Title)

**Town of Davie  
B-16-168  
Continuing GIS Services**

**ACKNOWLEDGMENT**

STATE OF FLORIDA                    }  
  }  
COUNTY OF   Palm Beach        }

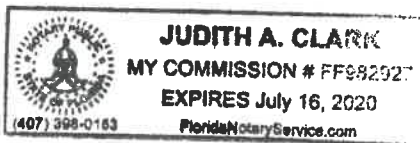
SS:

BEFORE ME, the undersigned authority personally appeared  
James Barton, P.E., LEED AP to me well known and known by me to be the  
person described herein and who executed the foregoing Affidavit and acknowledged to and before  
me that James Barton executed said Affidavit for the purpose  
therein expressed.

2016 WITNESS, my hand and official seal this 4 day of October.

My Commission Expires:

Judith A. Clark  
Notary Public State of Florida at Large



**Town of Davie  
B-16-168  
Continuing GIS Services**

**PROPOSER QUESTIONNAIRE**

1. Today's Date:     October 6, 2016

2. Name of Company Submitting Proposal:   Florida Technical Consultants, LLC

3. How many years has your firm been in business under its present business name?:   2

3. Under what other former name(s) has your firm operated?:   None

4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one:   ☒ No   Yes   If yes, please explain: \_\_\_\_\_

5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one:   ☒ No   Yes

If yes, please explain: \_\_\_\_\_

6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one:   ☒ No   Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: \_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this BID. Please attach certificate of competency and/or State registration.

Florida Corporate Charter: L14000011037

Florida Professional Engineering License number: 30931

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):   James Barton, P.E., LEED AP - ESRI instructor/GIS

9. State the name and title of the individual who will have personal management of the work: \_\_\_\_\_

James Barton, P.E., LEED AP

**Town of Davie  
B-16-168  
Continuing GIS Services**

10. State the name and address of attorney, if any, for the firm: N/A

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: \_\_\_\_\_

James Barton, P.E., LEED AP 100%      401 West Atlantic Ave Suite 09  
Delray Beach FL 33444

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: Florida Technical Consultants, LLC

13. Bank references:

<b>BANK NAME</b>	<b>ADDRESS (CITY, STATE, ZIP)</b>	<b>PHONE</b>
<b>NUMBER</b>		
	<u>Wells Fargo; 8768 Boynton Beach Blvd., Boynton Beach FL 33472;</u>	<u>(561) 731-3806</u>

14. Surety (bonding) references – Attach a letter specifying maximum bondability from at least one (1) surety reference named below (Refer to Section 2.0, Item 10-10.1)

<b>SURETY</b>	<b>ADDRESS (CITY, STATE, ZIP)</b>	<b>PHONE</b>
<b>NUMBER</b>		
	<u>N/A</u>	

15.. Firm has attached a current Certificate of Liability Insurance? ☒ Yes ☐ No

16. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A



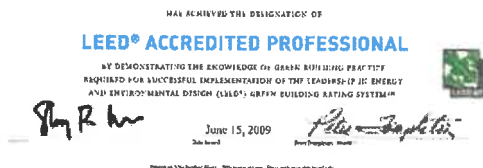
## Licenses



GREEN BUILDING CERTIFICATION INSTITUTE

1178457 CERTIFIED 7/24/11

**James Barton**



FTC is a Silver Tier ESRI Partner. FTC is recognized by ESRI 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.



## M/WBE



# *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, 2016, that its most recent annual report was filed on January 31, 2016, 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 Thirty-first day of January,  
2016*



*Ken Detmer*  
**Secretary of State**

Tracking Number: CC4027601887

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# State of Florida

## Board of Professional Engineers

Attests that

**James H. Barton, P.E.**



**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

**Expiration: 2/28/2017**

**Audit No: 228201703815**

**P.E. Lic. No:**

**59257**

# State of Florida

## Board of Professional Engineers

Attests that

**Florida Technical Consultants LLC**



**is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.**

**Expiration: 2/28/2017**

**Audit No: 228201700376 1**

**CA Lic. Nos**

**30931**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/09/2018

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 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: [blank] PHONE: (888) 202-3007 FAX: [blank] EMAIL: contact@hiscox.com ADDRESS: [blank]	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc. NAIC # 10200 INSURER B: [blank] INSURER C: [blank] INSURER D: [blank] INSURER E: [blank] INSURER F: [blank]
INSURED Florida Technical Consultants, LLC 401 W Atlantic Ave. Suite 09 Delray Beach, FL 33444		

COVERAGES CERTIFICATE NUMBER: 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.

LINE	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE					AGGREGATE \$
	OTHER: [blank]					PERSONAL AND ADV INJURY \$
	GENERAL AGGREGATE LIMIT APPLIES PER: [blank]					GENERAL AGGREGATE \$
	PRODUCTS - COMPROP AGG \$					PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRING AUTOS					PROPERTY DAMAGE \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
EXCESS LIAB					AGGREGATE \$	
WORKERS COMPENSATION AND EMPLOYERS LIABILITY					PER \$	
ADDITIONAL COVERAGES					EL EACH ACCIDENT \$	
EL DISEASE - EA EMPLOYEE \$					EL DISEASE - POLICY LIMIT \$	

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

CERTIFICATE HOLDER CANCELLATION

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

ACORD 25 (2014/01)

© 1989-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/09/2018

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 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: [blank] PHONE: (888) 202-3007 FAX: [blank] EMAIL: contact@hiscox.com ADDRESS: [blank]	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc. NAIC # 10200 INSURER B: [blank] INSURER C: [blank] INSURER D: [blank] INSURER E: [blank] INSURER F: [blank]
INSURED Florida Technical Consultants, LLC 401 W Atlantic Ave. Suite 09 Delray Beach, FL 33444		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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LINE	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE					AGGREGATE \$ 100,000
	OTHER: [blank]					PERSONAL AND ADV INJURY \$ 5,000
	GENERAL AGGREGATE LIMIT APPLIES PER: [blank]					PERSONAL AND ADV INJURY \$ 1,000,000
	PRODUCTS - COMPROP AGG \$					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRING AUTOS					PROPERTY DAMAGE \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
EXCESS LIAB					AGGREGATE \$	
WORKERS COMPENSATION AND EMPLOYERS LIABILITY					PER \$	
ADDITIONAL COVERAGES					EL EACH ACCIDENT \$	
EL DISEASE - EA EMPLOYEE \$					EL DISEASE - POLICY LIMIT \$	

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

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AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

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VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

N/A

NAME &amp; TITLE, TYPED OR PRINTED

Judson L. Clark



**ADDENDUM TO BID DOCUMENTS****SOLICITATION** B-16-168 Continuing GIS Consulting Services**ADDENDUM No.** 2 **BID OPENING DATE** October 11, 2016 @ 2:00pm **TODAY'S DATE** 10/5/2016

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

**Notification:**

Due to potential weather conditions the Town has extended the due date for the RFP until October 11, 2016 @ 2:00pm.

Reviewed by:

A handwritten signature in black ink, appearing to read "Brian H. Cannon".

Purchasing Manager  
Purchasing Division

Acknowledged by:
<u>FLORIDA TECHNICAL CONSULTING</u>
Contractor
<u>JAMES BARSON</u>
Authorized Representative (Printed)
<u>PRESIDENT</u>
Title
Signature
<u>oct/11/2016</u>
Date



## Exhibit "D"

Florida Technical Consultants, LLC  
533 East Ocean Avenue Suite 02  
Boynton Beach, FL 33435  
Tel (954) 914-8488  
www.fltechinc.com

Thompson, Paul <pthompson@ppines.com>

March 11, 2019

Paul Thompson, PE  
City of Pembroke Pines  
8300 South Palm Drive  
Pembroke Pines, FL 33025

**Subject:** Utility GIS - DRAFT

Dear Mr. Thompson,

Florida Technical Consultants (FTC) is pleased to provide this Scope for the City of Pembroke Pines (City) to build a Utility GIS for Potable Water and Sanitary Sewer.

### Background

The City needs a GIS system to efficiently maintain their facilities. This scope will create a GIS for potable water and sanitary sewer. The GIS will have analytic tools for system operations and maintenance.

With a Utility GIS the City will be able to effectively:

- Access the data from the field with mobile devices
- Quickly find valves and other features in the field
- Interact with the system from the field to mark locations of system updates
- Coordinate with outside contractors, agencies and key stakeholders
- Analyze system quantities needed for reporting
- Provide data to consultant required for modeling

### Scope

FTC will work hourly according to the three priority systems specified by the City. FTC will work in 2 Phases:

- Phase 1: Build Base Data and Install on City Software Application
- Phase 2: Implement system with City Staff

#### PHASE 1

##### Software Assistance

- Assist with GIS Software administration for Utilities
- Coordinate with IT
- Provide guidance on software needs
- Review requirements for hardware including mobile devices
- Setup Online Platform in Utilities

##### Collect Data

- Collect data from City CAD Atlas and other readily available sources



#### GIS Database

- Create ESRI compliant geodatabase

#### Build Systems

- Use Atlas to build base layers
- Potable Water Distribution System with
  - Water mains (Size, Material)
  - Water System Valves (ID, Size, Type)
  - Hydrants (ID)
  - Accuracy will be according to best information available by the City
  - All features snapped and prepared for modeling applications
- Sanitary Sewer Collection System
  - All features snapped and prepared for modeling applications
  - Lift Stations (ID)
  - Pressurized Main (Size, Material)
  - Sanitary System Valves (Size, Type)
  - Sanitary Control Valves (ARVs)
  - Manholes (ID)
  - Gravity Main: split and snap gravity mains to manholes, set flow direction
  - Lift Station Boundaries
- Raw Water Supply System
  - Wells (with information provided by City)
  - Raw Water Mains (Size, Material)
  - Raw Water System Valves (Size, Type)
  - Raw Water Control Valves (ARVs)

#### PHASE 2:

##### Post Data to Online Application

- Build data and maps required for implementation
- Build mobile tracking tool for field staff
- Build progress tracking dashboard for Engineering Management
  - Include quantities of pipes and features

##### Work with staff for corrections

- Review data with staff
- Train staff to create field points identifying data changes
  - Staff identify locations and take photos
  - Staff identify record drawings for complicated areas
- Reconcile GIS with field location points
- Post areas on GIS platform
- Review areas with staff
- Review progress with Engineering Management



The Scope will NOT include

- Water meters and service lines
- Cleanouts and Laterals
- Elevations or inverts
- Data inside the treatment plant facilities

### **Deliverables**

At the end of the project the City will have a functioning GIS.

- Geodatabases adhering to industry standards
- Maps and dashboards created on City platform
- City staff trained on implementation

### **Assumptions**

- The City IT Department will assist with software and hardware installations
- The City will provide all relevant data, record drawings, CAD plans
- The City will provide field research on locations
- The City will provide staff for training

### **Milestones**

<b>Event Description</b>	<b>Schedule</b>
Receive Notice to Proceed	Start of project
Phase 1: Build System and Base Data	16 weeks
Phase 2: Implementation and Training	12 weeks (or according to needs of City)
Total	28 weeks

## Fees and Schedule

The following is an estimate level of effort.

Task	Project Manager \$130 / hr	Project Engineer \$120 / hr	Project GIS Analyst \$115 / hr	Fees
Phase 1	70	132	752	\$111,420
Phase 2	24	72	144	\$28,320
Total Hours	94	204	896	\$139,740

It is estimated the program will last approximately 28 weeks. The program will be billed on an hourly basis not to exceed \$139,740. Invoices will be submitted monthly based on the number of hours worked and tasks completed. 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](mailto:jbarton@fltechinc.com).

Respectfully submitted,



Florida Technical Consultants  
James Barton, P.E.  
President



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 12.**

**File ID:** 19-0529

**Type:** Public Improvements

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/06/2019

**Short Title:** GIS Implementation

**Final Action:** 05/15/2019

**Title:** MOTION TO APPROVE THE IMPLEMENTATION OF A UTILITY GEOGRAPHIC INFORMATION SYSTEM (GIS) FOR USE AS A PLANNING, OPERATIONS MANAGEMENT AND IMPLEMENTATION MANAGEMENT TOOL TO BETTER FACILITATE THE MANAGEMENT OF THE CITY'S UTILITIES RAW WATER, POTABLE WATER, SANITARY SEWER AND EXTENSIVE DISTRIBUTION NETWORK THROUGHOUT THE CITY VIA AN AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS (FTC), LLC. UTILIZING PRICING FROM THE TOWN OF DAVIE BID #B-16-168 FOR A TOTAL AMOUNT NOT TO EXCEED \$139,740 PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

**\*Agenda Date:** 05/15/2019

**Agenda Number:** 12.

### Internal Notes:

**Attachments:** 1. Florida Technical Consultant LLC. (Vendor Executed), 2. Exhibit A - Town of Davie Contract - GIS Program, 3. Exhibit B - Invitation to Bid Package - Town of Davie, 4. Exhibit C - Vendor Submittal, 5. Exhibit D - Florida Technical Consultants (FTC) - Quote

1 City Commission 05/15/2019 approve

Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Schwartz,  
Commissioner Siple, and Commissioner Good Jr.

Nay: - 0

### SUMMARY EXPLANATION AND BACKGROUND:

1. The City's Utilities Division is looking to improve operations and ensure that system components are functional, easily monitored and identified.
2. Geographic Information System (GIS) is a mapping technology that allows users to create and interact with a variety of maps and data sources. GIS has the ability to integrate databases with georeferenced spatial data.
3. GIS software licenses have already been procured for the City Police and Planning

Departments. The Utilities Division will procure an additional license and work with the Techonology Services Department to integrate seamlessly with other City Departments.

4. With an implemented GIS System the City will be able to effectively find water mains, valves and other features in the field in a timely manner. GIS will allow the Utilities Division to interact with the system from the field to mark locations of system updates, analyze system quantities needed for reporting and the ability to provide data to consultants required for modeling.
5. On January 4, 2017, the Town of Davie passed and adopted Resolution No. R-2017-023, approving the negotiated agreement with Florida Technical Consultants (FTC), LLC. for Continuing GIS Consulting Services for a five (5) year period beginning January 5, 2017.
6. Per Section 35.18(C)(5) of the City's Procurement Code, "Commodities or services that are the subject of contracts with the state its political subdivisions or other governmental entities including the United States government, are exempt from competitive bidding."
7. FTC will complete this project while working in two (2) separate phases.
8. Phase one (1) of this project, the building of base data and installation on the City Software Application will include the following:
  - a. Software Assistance
  - b. Data Collection
  - c. GIS Database Creation
  - d. Implement Portable Water Distribution System
  - e. Implement Sanitary Sewer Collection System
  - f. Implement Raw Water Supply System
9. Phase two (2) of this project, implementing the system with City Staff will include the following:
  - a. Post data to online application
  - b. Work with staff for corrections
10. FTC has provided a quote for the implementation of the GIS System for a total amount of \$139,740.
11. Request the City Commission to approve the implementation of a Utility Geographic Information System (GIS) for use as a planning, operations management and implementation management tool to better facilitate the management of the City utilities raw water, potable water, sanitary sewer and extensive distribution network throughout the City via an agreement with Florida Technical Consultants (FTC), LLC., utilizing pricing from the Town of Davie Bid #B-16-168 for a total amount not to exceed \$139,740 pursuant to Section 35.18(C)(5) of the City's Code of Ordinance.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$139,740
- b) **Amount budgeted for this item in Account No:** \$139,740 in account # 471-536-6010-64051 Computer programs
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** One additional staff member will be required to manage the Utility Department GIS system once implemented. This position has been budgeted in account #471-536-6010-34989 (Contractual Service Provider).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2019

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).

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

**COVERAGES****CERTIFICATE NUMBER:** CL1941804583**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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6021699408	10/25/2018	10/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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	04/18/2019	04/18/2020	Each Claim 2,000,000 Aggregate 2,000,000

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

City of Pembroke Pines is listed as additional insured as required under written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines 601 City Center Way  Pembroke Pines FL 33025	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 
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## **Rojas, Dominique**

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**From:** Rotstein, Daniel  
**Sent:** Tuesday, May 07, 2019 3:03 PM  
**To:** Rojas, Dominique  
**Cc:** Contracts  
**Subject:** FW: Florida Technical Consultants (FTC) - Utility GIS for Potable Water and Sanitary Sewer  
**Attachments:** FTC COI 2019-2020.pdf; Florida Technical Consultant, LLC. (00301359xC4B6A) (20190506OG)(FINAL).pdf; Exhibit A - Town of Davie Contract - GIS Program.pdf; Exhibit B - Invitation to Bid Package - Town of Davie.pdf; Exhibit C - Vendor Submittal.pdf; Exhibit D - Florida Technical Consultants (FTC) - Quote.pdf

COI is approved

**From:** Rojas, Dominique  
**Sent:** Tuesday, May 07, 2019 11:30 AM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Cc:** Contracts <contracts@ppines.com>  
**Subject:** Florida Technical Consultants (FTC) - Utility GIS for Potable Water and Sanitary Sewer

Dear Dan,

Please could you review the attached certificate and accompanying documents to provide us with your approval or comments on the coverage?

Kindest regards,

**Dominique Rojas** • Contracts Specialist  
Finance Department  
**City of Pembroke Pines**  
601 City Center Way, Pembroke Pines, FL 33025  
Direct: 954-392-9436  
Main: 954-392-9435  
Email: [drojas@ppines.com](mailto:drojas@ppines.com)  
[www.ppines.com](http://www.ppines.com)