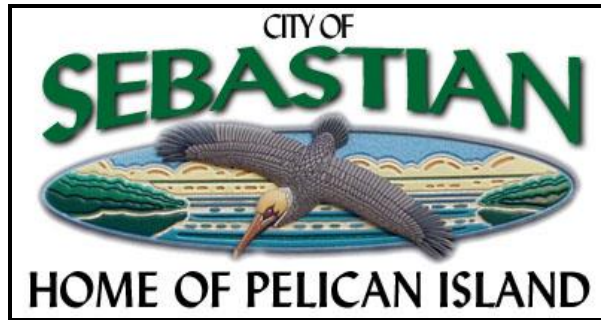


REQUEST FOR PROPOSAL

RFP #19-10

CITY SIGNAGE CONSTRUCTION & INSTALLATION



City of Sebastian
1225 Main Street
Sebastian, FL 32958

COMMUNITY DEVELOPMENT & LEISURE SERVICES DEPARTMENT

EVENT	DATE	TIME
RELEASE DATE:	MONDAY, SEPTEMBER 30, 2019	-
QUESTION/ANSWER DEADLINE DATE:	THURSDAY, OCTOBER 24, 2019	-
RFP DUE DATE:	FRIDAY, NOVEMBER 1, 2019	2:00 PM EST
POINT OF CONTACT:	Ann-Marie Fraser, CPPB, MBA Procurement/Contracts Manager Phone: (772) 388 – 8231 Email: afraser@cityofsebastian.org	
PROPOSAL DELIVERY & OPENING LOCATION:	City of Sebastian City Hall 1225 Main Street Sebastian, Florida 32958	

***Dates in this schedule occurring after the release date may be amended by the City.
It is the Proposer's responsibility to check for addenda amending any changes to this RFP.**

REQUEST FOR PROPOSAL

The City of Sebastian is requesting sealed proposals for the construction and installation of wayfinding, gateway and park signage throughout the City, in accordance with the attached plans and specifications. All signage must comply with MUTCD standards as well as be ADA compliant, where applicable. Proposed pricing should include design review, materials, shop time, delivery, installation with traffic control and warranty. Pricing for removal of existing signage is requested but will not be used to evaluate pricing as this is an optional service that will be determined by the City at the time of construction.

Sealed proposals, including one (1) clearly marked original, three (3) copies and an electronic copy, marked with the Proposer's name and address, RFP number and title with Bid Opening date and time (lower left corner of envelope) will be accepted until **2:00 PM EST, Friday, November 1, 2019**.

All sealed proposals must be delivered or mailed to:

City of Sebastian
ATTN: Procurement Division
1225 Main Street
Sebastian, Florida 32958

RFP documents and any addenda may be obtained from the City's website (www.cityofsebastian.org) or DemandStar (www.demandstar.com). It will be the sole responsibility of the Proposer to determine if any addenda have been issued prior to submitting a proposal.

A Pre-Bid Conference will **not** be held for this solicitation.

Questions concerning this RFP should be emailed to the Procurement/Contracts Manager at afraser@cityofsebastian.org no later than **Thursday, October 24, 2019**. All communication regarding this RFP shall be directed to the same point of contact. Contact by a Proposer (or anyone representing a Proposer) regarding this RFP with the City Council or a City employee/representative other than the point of contact listed above, is grounds for disqualification.

Proposals duly submitted will be publicly announced at the Bid Opening date and time specified above. The City reserves the right to reject any and all proposals, or to accept any proposal or portion thereof deemed to be in the best interest of the City, and to waive any non-substantial irregularities.

Late proposals will not be opened. Proposers have the option of picking up or paying for the mailed return of the unopened proposal. If this option is not exercised within five (5) days of the Bid Opening, the late unopened proposal will be disposed.

By: Ann-Marie Fraser, CPPB, MBA
Procurement/Contracts Manager

Publish: Publication in the Indian River Press Journal
Date: Sunday, September 29, 2019

The City of Sebastian supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

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DEFINITIONS

Request for Proposal: this Solicitation document, including any and all addenda.
Proposal: submission in response to this Request for Proposal.
Proposer: person or firm submitting a proposal in response to this Request for Proposal, “pre-award”.
Consultant or Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City, “post-award”.
City: refers to the City of Sebastian.
Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the awarded Proposer.
Engineer: project designed by GAI Consultants, who is to act on behalf of the City, assumes all duties and responsibilities and have the rights and assigned authority in the Contract Documents in connection with completion of the work described herein.
Responsible Proposer: Proposer that has the integrity, reliability and capability in all respects to perform in full the contract requirement as stated in the RFP.
Responsive Proposer: Proposer who’s proposal fully conforms in all material respects to the RFP and its entire requirement, including form and substance.
Days: refers to calendar days, unless otherwise stated.
Shall, Must & Will: Interpreted as mandatory language.

SECTION 1 – GENERAL INFORMATION

1.1 **SCOPE OF SERVICES**

The City of Sebastian is requesting sealed proposals for the construction and installation of wayfinding, gateway and park signage throughout the City, in accordance with the attached plans and specifications (Appendix A). All signage must comply with MUTCD standards as well as be ADA compliant, where applicable. Proposed pricing should include design review, materials, shop time, delivery, installation with traffic control and warranty. Pricing for removal of existing signage is requested but will not be used to evaluate pricing as this is an optional service that will be determined by the City at the time of construction.

1.2 **MINIMUM QUALIFICATION REQUIREMENTS**

1.2.1. The Proposer shall currently be legal to perform services within the State of Florida. This requirement shall be based on the RFP due date. Documentation meeting this requirement shall be submitted with the proposal.

1.2.2. Proposer shall meet all of the following experience requirements:

1. Been in business for a minimum of three (3) years
2. Experience with projects involving public entities
3. Experience developing wayfinding and/or gateway signage similar in size, scope and complexity as to those required under this RFP.

A letter confirming this experience or documented comments in the references is required to confirm experience.

1.3 **ESTIMATED BUDGET**

For the completion of this project, it is anticipated not to exceed \$250,000. This is the estimated budget for the entire project and will be over a span of 3-5 years.

1.4 **INITIAL CONTRACT TERM AND RENEWALS**

The City intends for the initial contract term to be for three (3) years, with the option to extend for two (2) one (1) year terms. Contingent upon budget approval and Contractor's performance, the City reserves the right, but not an obligation, to exercise this extension option.

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1.5 ANTICIPATED TIMELINE

Proposals shall include a timeline for each sign outlined in the attached design plans. The timeline provided shall be realistic and should consider material delivery, sign construction and installation. The City intends to complete signage based on the anticipated 3-year plan listed below. **NOTE: The City reserves the right to modify the anticipated timeline dependent on budget and/or preference.**

	LOCATION	PAGE # OF APPENDIX A
YEAR 1	FISHERMAN'S LANDING	17
	PICKLEBALL COURTS	16
	EASY STREET PARK	16
	US1 GATEWAY (2)	14
	CR512 GATEWAY	14
	INDIAN RIVER DRIVE GATEWAY (2)	14
	RV PARK (MARQUEE) (2)	14
	SCHUMANN DRIVE PARK	16
	DOG PARK - BARK PARK	16
	STORMWATER PARK	16
	HARDEE PARK	16
	BARBER STREET SPORTS COMPLEX	16
	BRYANT STREET PARK	16
	FILBERT STREET PARK	16
PERIWINKLE PARK	16	
PARKING SIGNS (14)	15	
YEAR 2	HISTORIC SCHOOL (MARQUEE)	14
	ART & SENIOR CENTER	16
	MAIN STREET PARK	15
	BLOSSOM STREET PARK	16
	CITY HALL (MARQUEE)	14
	KILDAIRE PARK	16
	GEORGE STREET PARK	16
	COWNIE/CHELTHENHAN PARK	16
COMMUNITY CENTER	15	
YEAR 3	FRIENDSHIP PARK	16
	YACHT CLUB	15
	HISTORICAL PARK	16

END OF SECTION

SECTION 2 – PROPOSAL REQUIREMENTS

2.1 TITLE PAGE

Title page showing the RFP number and title, Proposer's name and address and contact person and telephone number.

2.2 TABLE OF CONTENTS

Include a clear identification of information included in the proposal with corresponding page numbers.

TAB #1 – BACKGROUND & TECHNICAL QUALIFICATIONS

2.3 BACKGROUND

Proposers shall provide details of the firm and staff:

- location of all offices, specifically indicating the principal place of business
- a brief history of the firm
- services offered

2.4 TECHNICAL QUALIFICATIONS

Proposers shall state the experience of the firm within the last 5 years that are similar to the scope of services herein. It is recommended that examples of the Proposers workmanship be included in the proposal.

Include:

- the education, training, experience, licensing and qualifications of designers/staff
- the firm's technical capability and ability to timely perform the services as reflected by the firm's current and projected workload and having adequate personnel, equipment and facilities

TAB #2 – PROJECT APPROACH

2.5 PROJECT APPROACH

Proposers shall identify the firm's understanding of the project and scope of work along with the proposed approach to be undertaken as addressed in the RFP documents. Identify the proposed Project Manager and other key members of the project team. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project.

TAB #3 – PRICING

2.6 PRICING

Line item pricing shall include all costs, both direct and indirect to perform the Work, including but not limited to designing, construction of the signage, delivery, and installation. Consider incidental costs for installation including, but not limited to equipment, tools, concrete for footers, bracing, etc.

The Bid Form contains line items and the Bidder is required to bid on all line items. Should a Bidder fail to provide a line item price for all line items, the City reserves the right to reject the Bid as non-responsive.

Points will be awarded in using the following formula (rounded to the nearest whole number):

$$\frac{\text{Lowest Price } (\$225,000.00)}{\text{Proposer's Price } (\$240,000.00)} \times \text{Possible Points for Price (10)} = \text{Score for Proposal Pricing (9)}$$

TAB #4 – INSURANCE & BONDING

2.7 INSURANCE

Certificate of Insurance: A copy of the Certificate of Insurance proving the types of Insurance and coverage is required in the proposal. Once resulting agreement is executed, it is the Contractor's responsibility to ensure that the City is provided a current Insurance Certificate at all times.

The following insurance should be obtain and maintain, during the term of the Services, and all applicable statutes of limitation periods:

<p>General Liability Insurance</p>	<p>an amount not less than:</p> <ul style="list-style-type: none"> • \$500,000 Combined Single Limit per each occurrence • \$500,000 aggregate, including personal injury and property damage <p>Shall not exclude or limit Product/Completed Operations, Contractual or Cross Liability</p>
<p>Automobile Liability</p>	<p>an amount not less than:</p> <ul style="list-style-type: none"> • \$300,000 per occurrence, combined single limit
<p>Worker's Compensation</p>	<p>The Proposer shall submit and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract, in accordance with Florida Statutes 440.</p>
<p>Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of Sebastian and its City Council members, officers, employees and agents.</p>	

2.8 BONDING

A **5% Bid Bond** for the amount of the base bid must be included with the Bid submittal, as a guarantee that the Bidder will enter into an agreement with the City if the bid is accepted.

TAB #5 – REFERENCES

2.9 REFERENCES

A minimum of three (3) client references within the last five (5) years is required to be submitted with the proposal. Failure to submit a list of client references with valid contact information may result in the proposal being deemed non-responsive and may not be considered for award. References from public sector clients are preferred.

TAB #6 – FORMS

2.10 FORMS

All Forms required by the RFP shall be fully executed by the Proposer and submitted. Failure to submit all forms completed and signed may result in the proposal being deemed non-responsive and may not be considered for award. Refer to Section 6.

END OF SECTION

SECTION 3 – EVALUATION CRITERIA

3.1 EVALUATION OF PROPOSALS

An evaluation committee, selected by the City Manager with at least three (3) members, will evaluate the proposals. As agreed upon by the Evaluation Committee, either a recommendation for award will be made or a request for the top ranked firms to give oral presentations may be made. Initial ranking will be made based solely on the information included in the proposal.

3.1.1 Each proposal will first be evaluated for responsiveness by the Procurement/Contracts Manager (i.e. meets the minimum of the published requirements). The City reserves the right to reject any proposals deemed as not minimally responsive. The City reserves the right to waive immaterial irregularities in proposals if in the best interest of the City. Proposers should provide all information outlined herein to be considered responsive.

3.1.2 Failure to respond to all the questions in the proposal package may result in the submittal being considered non-responsive. In order for the City to make a determination of qualifications, a complete package must be submitted.

3.1.3 The following evaluation criteria will be used as a general guide for evaluating the proposals. The Evaluation Committee will independently review and evaluate all responsive proposals received. Members may choose not to award any points, should they feel a proposal is undeserving or does not sufficiently address criteria.

CRITERIA	POINTS
Years of experience constructing and installing wayfinding, gateway and municipal park signs	30
Technical Qualifications/ Ability of Designer & Staff	30
Timeline for completion of Signs	15
References	15
Pricing	10
MAXIMUM POSSIBLE POINTS	100

3.2 EVALUATION OF ORAL PRESENTATION, if applicable

As determined by the Evaluation Committee, A shortlist may be made for top-ranked Proposers to be invited to give an oral presentation to staff. This will provide an opportunity for the Proposer to clarify or elaborate on the submitted proposal. The oral presentation will be worth 50 points. Specific criteria will be provided to the shortlisted Proposer's based on the information of interest by the evaluation committee. The scores from the evaluation of the proposals and oral presentations will be totaled to determine the Proposer with the highest number of points.

This RFP will generally be awarded to the Proposer who scores the highest number of points on the criteria; however, the City reserves the right to accept or reject any or all proposals submitted in whole or in part, and to cancel this RFP and re-solicit or not re-solicit as determined to be in the City's best interests. The City also reserves the right to select a Proposer without shortlisting or requesting oral presentation. The establishment, application and interpretation of the evaluation criteria above shall be solely within the discretion of the City.

END OF SECTION

SECTION 4 - INSTRUCTIONS TO PROPOSERS

4.1 **CONE OF SILENCE**

Potential proposals shall not communicate in any way with City staff or the City Council other than the primary contact listed herein. This restriction shall be effective from the time of bid advertisement until an award is made by the City Council. Such communication may result in disqualification.

4.2 **REQUIRED COPIES**

One (1) clearly marked original, three (3) copies and one (1) electronic copy of the proposal shall be submitted. Please refer to the Proposal Checklist for guidance on all requirements.

4.3 **SEALED PROPOSALS**

Proposals shall be enclosed in a sealed envelope which shall show (lower left corner) the Proposer's name and address, RFP number and title, along with the due date and time. The proposal shall be submitted no later than the due date and time mentioned on the Request for Proposal. The City will not be responsible for opening any proposals that are not clearly marked.

4.4 **PROPOSALS NOT CONSIDERED**

Proposals not considered are late submissions, telegraphed, emailed or faxed proposals and proposals which do not conform to the instructions contained in the Request for Proposal. Proposals may be withdrawn by fax or email, provided that such notices are received prior to the due date and time and confirmed by a telephone call to the City's primary contact.

4.5 **ACCEPTABLE BIDS**

Proposals shall be typed or handwritten with (black or blue) ink. Any erasures or corrections must be initialed by the Proposer in ink. Handwritten submissions must be legible.

4.6 **LATE PROPOSALS**

Late proposals will not be opened. Proposers have the option of picking up or paying for the mailed return of the unopened proposal. If this option is not exercised within five (5) days of the Bid Opening, the late unopened proposal will be disposed of.

4.7 **BID OPENING**

Proposers are welcome to attend the bid opening; however, attendance is not mandatory. Proposals shall be opened and publicly announced at City of Sebastian Council Chambers, on the date and time specified on the Request for Proposal, unless otherwise stated in the form of an addendum.

4.8 **REQUIRED INFORMATION**

Proposers shall follow all instructions and provide all required information and forms to be considered for award. Proposers wishing to qualify for consideration of exception for all or any portion of the RFP shall provide a hand printed or typed explanation attachment to be submitted with the Proposal.

4.9 **PROPOSAL EXAMINATION**

In accordance with Chapter 119, Florida Statutes, bid files will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the bid opening, whichever is earlier. Bid files may be examined during normal working hours, by appointment only, by contacting the City Clerk's office at 772-589-5330.

4.10 CONFIDENTIAL INFORMATION

Pursuant to section 119.071, Florida Statutes, any financial statements that the City requires to be submitted may be exempt from the Public Records Law. Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." By submission of a response to this RFP the proposer agrees to indemnify and hold the City harmless should any information marked as confidential knowingly or unknowingly be released as the result of a public records request.

4.11 ADDENDA

Addenda may be issued in response to any inquiry received by the Question/Answer deadline date and time specified herein. The revisions, additions, deletions, clarification, etc. shall become part of and have precedence over anything shown or described otherwise. If not mentioned in the addenda, all other documents, specifications, drawings, terms and conditions remain the same. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in the Solicitation documents or in the addenda issued. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying attachments before submitting proposal. The Proposer is required to submit with its proposal, all addenda signed. Where there appears to be a conflict between Solicitation and any addenda, the last addendum issued shall prevail.

4.12 SCRUTINIZED VENDOR CERTIFICATION

Proposer certifies that it is not listed on **(a)** the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; **(b)** the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or **(c)** is engaged in business operations in Cuba or Syria. Proposer further understands and accepts that any contract issued as a result of this bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by the City in the event there is any misrepresentation or false certification on the part of Proposer.

4.13 CORRECTIONS, CANCELLATION, & WITHDRAWAL

PROPOSERS may be asked to provide further information after bid opening to determine the responsibility of the vendor.

4.13.1. **Waiver of Technicality:** Information shall not be considered after the bid opening if it has been specifically requested to be provided with the proposal as this becomes a matter of responsiveness. The proposal shall be considered responsive if it substantially conforms to the requirements of the RFP. The City may waive any informality, technicality, or irregularity on any bid. A minor or non-substantive lack of conformity may be considered a technicality or irregularity which may be waived by the City.

4.13.2. **Mathematical Errors:** Errors in extension of unit prices or in mathematical calculations may be corrected. In cases of errors in mathematical computations, the unit prices shall not be changed.

4.13.3. **Cancellation or Postponement:** The City may cancel or postpone the bid opening or cancel the RFP in its entirety.

4.13.4. **Withdrawal:** Prior to any published bid opening date and time, a Proposer may withdraw his or her proposal in writing. A fax or email is permitted for this purpose, provided a confirming telephone call is made.

4.13.5. **Amendments:** Prior to the published bid opening date and time, a Proposer may amend the proposal provided that it is in writing, in a sealed envelope, and identified.

4.14 PRICE GUARANTEE

The Proposer warrants that the unit prices, terms, and conditions quoted in the proposal will be firm for acceptance for a period of not less than sixty (60) days from the due date. Such unit prices, terms and conditions will remain firm for the contract period.

4.15 BID AWARD

The contract/agreement will be awarded to the most responsive and responsible Proposer who's proposal, conforming to the specifications and terms the City considers be most advantageous. The Procurement/Contracts Manager shall issue a Notice of Award to the successful Proposer and post the results on the City's website and DemandStar.

4.16 REJECTION OF BIDS

The City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the top ranked Proposer, and the right to disregard all non-conforming, non-responsive, imbalanced, or conditional proposals. More than one proposal from an individual, firm or association under same or different names, will not be considered. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Proposers, and no participants in such collusion will be considered in future proposals for the same work.

END OF SECTION

SECTION 5 – GENERAL CONDITIONS

5.1. **SUSPENSION AND DEBARMENT**

City of Sebastian will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.2. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the total costs shall be reduced at the same ratio as the estimated costs of the Services.

5.3. **COUNCIL MEETING**

The awarded Proposer must be available to attend City Council meetings when required. The awarded Proposer must be prepared to answer any questions and/or provide a presentation if requested by Council and/or authorized by City representative(s). The awarded Proposer is not required to attend the City Council meeting for approval of award, but attendance is welcome. The date and time of the meeting will be publicly noticed.

5.4. **CONFLICT OF INTEREST**

Contract Award is subject to provisions of State Statutes and City Ordinances. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City of Sebastian, City Council members included; further, all proposals must disclose the name of any City employee or Council member, who owns, directly or indirectly, an interest of ten percent (10%) or more in the PROPOSER's firm or any of its branches.

Should the successful Proposer permanently or temporarily hire any City employee or Council member, who is, or has been, directly involved with the Proposer prior to or during performance of the resulting contract, the Agreement shall be subject to immediate termination by the City.

5.5. **NOTICE TO PROCEED**

The Contractor shall not commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the awarded Proposer to proceed with the Work has been issued by the City; provided, however, that such notification shall be superseded by any emergency work that may be required in accordance with the provisions included elsewhere in this RFP and resulting Contract.

5.6. **METHOD OF PAYMENT**

5.6.1. **Florida Prompt Payment Act**

Payment shall be made in accordance with Section 218, Part VII of the Florida Statutes.

5.7. **SALES TAX**

Although the City of Sebastian is exempt from Federal and State Sales and Use taxes, Contractors or Vendors doing business with the City are **not** exempted from paying said taxes to their supplier for goods or services purchased to fulfill the contractual obligations with the City, nor shall any Contractor or Vendor be authorized to use the City's Tax Exemption Number in securing such materials.

5.8. **AVAILABILITY OF FUNDS**

The obligations of the City of Sebastian under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Council of the City of Sebastian.

5.9. EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the proposal and shall reference the section. Any exceptions to the General or Special Conditions may be cause for the bid to be considered non-responsive.

5.10. SUBCONTRACTORS AND EMPLOYEES

The Proposer is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their proposal the percentages of Work to be performed by their Subcontractors.

5.11. WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

5.11.1. In no event will any such elections by the City be deemed to be a waiving of the required criteria for the requested services.

5.11.2. The Contractor who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

5.11.3. Proposers shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Proposers means and methods, approach to Project, use of new products, and new uses for established products.

5.12. TERMINATION OF CONTRACT

The City reserves the right to terminate the contract, with or without cause, in a minimum thirty (30) days by written notice. Such written notice will state the termination date upon which Contractor must cease all work under the contract. Upon such termination for convenience, successful Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligation to the successful Contractor. Successful Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until termination date and shall have no further obligation to perform services after the termination date.

5.13. QUESTIONS AND/OR REQUESTS FOR CLARIFICATION

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the Procurement/Contracts Manager via email at afraser@cityofsebastian.org. Proposers must clearly understand that the only official answer or position of the City will be the one issued by the Procurement/Contracts Manager via an Addendum.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Request for Proposal and At-A-Glance timetable. All responses to questions/clarifications will be published in the form of an Addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's website (www.cityofsebastian.org) and DemandStar (www.demandstar.com) and it is the Proposer's sole responsibility to assure receipt of all (if any) Addenda(s).

5.14. CO-OPERATIVE PURCHASING

It is the intent of the Request for Proposal to secure goods or services to be used by the City of Sebastian. However, by virtue of bidding, the Proposer accepts the right of other Government Entities to “piggyback” purchase from this proposal by mutual consent and where applicable by law. Any such purchase shall be separate and apart from the City of Sebastian, and said City assumes no liability for such action.

5.15. DISCRIMINATION

The Proposer shall not practice or condone personnel or supplier discrimination of any nature whatsoever, in any manner proscribed by Federal or State of Florida laws and regulations. The City of Sebastian will not knowingly do business with vendors, proposers, or contractors who discriminate on those protected by state and federal law. Through the course of providing services to the City, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the City.

5.16. PUBLIC RECORDS

Section 119.01 F.S., The Public Records Law, provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with all PROPOSER's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after the bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

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 JEANETTE WILLIAMS, THE CUSTODIAN OF PUBLIC RECORDS AT 772-388-8215 / EMAIL jwilliams@cityofsebastian.org CITY OF SEBASTAIN, 1225 MAIN STREET, SEBASTIAN, FLORIDA 32958.

5.17. E-VERIFY

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Certification of Employment Status), in the event performance of this Agreement is now will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. The Consultant shall (1) enroll in the U.S. Department of Homeland Security's E-Verify system, (2) utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract (3) utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

5.18. PROTEST PROCEDURE

Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Procurement/Contracts Manager. The protest shall be submitted in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest.

5.31.1. Decision - If the protest is not resolved by mutual agreement, the Procurement/Contracts Manager shall promptly investigate the basis of the protest and, after consultation with the City Manager, originating department, the City Attorney and any other person or entity deemed necessary by the Procurement/Contracts Manager, shall issue a decision in writing. A copy of the decision shall be furnished immediately to the protestor and any other party determined by the Procurement/Contracts Manager to be directly affected by the decision. The decision shall:

- A. State the decision and the basis for the decision, and
- B. Set forth the protestor's right to administrative review.

5.31.2. Administrative Review – If the protestor disagrees with the decision of the Procurement/Contracts Manager, the protestor may appeal the decision to the City Manager and/or City Council, provided written notice of such appeal shall be submitted by the protestor to the Procurement/Contracts Manager within seven (7) calendar days of receipt of the decision.

5.31.3. Stay of Procurement – In the event of a timely and properly filed protest, the Procurement/Contracts Manager shall not proceed further with the solicitation or award until all administrative remedies have been exhausted, or until the City Manager or City Council, as appropriate, makes a determination on the record that the award of a contract is necessary to protect substantial interests of the City.

5.19. LOCAL VENDOR PREFERENCE POLICY

Effective October 14, 2009, City of Sebastian adopted a local vendor preference reference, Ordinance No. 09-13 as set forth below:

Sec. 2-11. Local Vendor Preference Policy

(a). *Definitions.*

(1) Local business means the vendor has:

- a) A valid business tax receipt issued by the City of Sebastian, Indian River County, St. Lucie County, Martin County, Okeechobee County, Osceola County, or Brevard County at the time a bid or proposal is submitted, and
- b) A physical address located within the local area, in an area zoned for the conduct of such business, from which the vendor is operating a significant portion of its business, and at which it maintains full-time employees.

(2) Nonlocal business means any vendor that does not meet the definition of a business within the local area.

(b) *Establishment as local area business.* To establish that a vendor is a local area business a vendor shall provide written documentation of compliance with the definitions for each such local business as defined in subsection (1) herein, at the time of submitting a bid or proposal.

CITY SIGNAGE

Post office boxes are not verifiable and shall not be used for the purpose of establishing the required physical business address. A vendor that misrepresents the local area status of its firm in a proposal or bid submittal to the city will lose the privilege to claim local preference status for a period of two years.

(c) *Local preference in purchasing and contracting.* The City of Sebastian shall give preference to local area businesses in the purchase of commodities, person property, general services, personal property, professional services, and the purchase of or contract for construction or renovation of public works or other public improvements by means of competitive bid. The city shall give such preference to local area businesses in the following manner:

(1) *Competitive bid.* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive nonlocal business submits the lowest price bid, and the lowest bid submitted by a qualified and responsive local area business is within five percent of the lowest bid, then the lowest bidding local area business shall have the opportunity to submit an offer to match the price submitted by the lowest nonlocal area business PROPOSER.

Within five working days after the posting of the qualified and responsive bids, any local area business that has submitted a bid within five percent of the lowest bid by a nonlocal area business, and that wants the opportunity to match the lowest bid, shall submit a written offer to match the lowest bid. If the lowest local area business submits an offer that matches the lowest bid submitted, then the award shall be made to such local business.

If the lowest local area business PROPOSER declines or is unable to match the lowest bids, then the option to do so moves to the next local area business if its bid is within five percent of the lowest bids, and it is a qualified and responsive PROPOSER.

If the lowest bid is submitted by a qualified and responsive local area business, there is no local vendor preference.

If a local area business accepts the opportunity to match the lowest bid of a nonlocal area business and that bid is based on unit price bid items and estimated quantities, then the unit prices for all bid items shall be reduced in proportion to the reduction in the local area business's total bid amount required to match the lowest total bid.

(2) *Ties.* In the event of any tie in the final bid price between a local area business, and a nonlocal area business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local area business. In the event of any two businesses located within the City of Sebastian, or two businesses located within the greater local area, the local vendor with the greatest number of full-time employees working in the City of Sebastian or the greater local area respectively shall be awarded the contract or receive the first opportunity to negotiate as applicable.

(d) *Exception to local vendor preference policy.* The local preference policy set forth herein shall not apply to any of the following purchases or contracts:

(1) Goods or services provided under a cooperative purchasing agreement or piggyback agreement; or

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- (2) Purchases or contract which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
 - (3) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, as described in the City's purchasing policies; or
 - (4) Purchases or contracts with an estimated cost of \$5,000.00 or less; or
 - (5) Purchases or contracts where the difference between the amount of the low bid submitted by a qualified and responsive nonlocal area business and the lowest bid submitted by a qualified and responsive local area business is greater than \$25,000.00; or
 - (6) Where all bids are rejected.
- (e) *Waiver of the application for local vendor preference policy.* Any request for the waiver of local preference to any particular purchase or contract must be heard by the City Council prior to advertising the bid. The city council, as the awarding authority, may approve the waiver of local preference upon review and at its discretion.
- (f) *Comparison and review of qualifications.* The preferences established herein no way prohibit the right of the City of Sebastian to compare and review the quality of materials proposed for purchase, and to compare and review the qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the local preference established herein shall not prohibit the city from giving any other preference permitted by law in addition to the local preference contained herein.
- (g) *Administration of local preference policy.* This policy shall apply to all departments, functions and funds under the governance of the City of Sebastian, unless subsection (d) applies.
- (h) *Dispute resolution.* Any dispute arising under the provision of this section shall first be presented to the City Manager for determination. The decision of the City Manager shall be appealable to the City Council, and the decision of the City Council shall be final and binding on all parties.

END OF SECTION

SECTION 6 – FORMS

STATEMENT OF NO RESPONSE

If your firm is unable to submit a proposal, please complete and return this form prior to the Bid Opening date shown herein. Return by email (afrazer@cityofsebastian.org) or by mail to:

CITY OF SEBASTIAN
ATTN: PROCUREMENT
1225 MAIN STREET
SEBASTIAN, FLORIDA 32958

Company's Name: _____
Company Address: _____
Phone No: _____

We have declined to propose on RFP #19-10 City Signage, Construction & Installation, for the following reason(s) (mark all that applies):

- _____ ***Do not offer the good(s) or service(s) required***
- _____ ***Our schedule would not permit us to perform responsibly***
- _____ ***Unable to meet specifications***
- _____ ***Unable to meet insurance/eligibility requirements***
- _____ ***Specifications unclear (please explain below)***
- _____ ***Other (please specify below)***

REMARKS

Signature

Print Name / Title

Date

SOLICIATION INFORMATION FORM

Please submit this form to assist us in learning more about how our solicitation opportunities are most often found.

Company's Name: _____

Company Address: _____

Phone No: _____

Please tell us how you found out this Request for Proposal was released/available (mark all that applies):

_____ *Indian River Press Journal (TCPalm)*

_____ *DemandStar/Onvia*

_____ *City of Sebastian Web Site*

_____ *Other (please specify below)* _____

PROPOSAL CHECKLIST

Please use the following checklist as a reference document to confirm all requirements are met in your RFP submission. **This checklist must be submitted as part of the proposal.** Please be advised that this checklist should not be interpreted as a comprehensive list of all information required by this Solicitation from prospective Proposers. It simply serves as a guide for the most significant documents to be included in the proposal and should be enhanced as deemed necessary. It is solely the Proposer's responsibility to read and understand all requirements and adhere to all issued Addenda.

Requirements	OFFICE USE ONLY
One (1) original copy of proposal (bearing original signatures)	
Three (3) copies of proposal	
One (1) electronic copy of proposal (USB)	
Title Page	
Table of Contents	
Proposal Checklist – FORM A	
Signed Addenda, <i>if applicable</i>	
TAB #1 – BACKGROUND INFORMATION	
Firm Background	
TAB #2 – EXPERIENCE	
Experience	
Technical Capability	
Proof of License(s)	
TAB #3 – PRICING	
Excel File	
TAB #4 – INSURANCE & BONDING	
Proof of Insurance	
Bid Bond – 5%	
TAB #5 – REFERENCES	
Reference List	
TAB #6 – FORMS	
Contact Information Sheet – FORM B	
Reference List & Instructions – FORM C	
Proposer's Disclosure Questionnaire – FORM D	
Vendor Performance Acknowledgement – FORM E	
Drug-Free Workplace Form – FORM F	
Public Entity Crimes Form (4 pages) – FORM G	
Non-Collusive Affidavit – FORM H	
Scrutinized Vendor Certification (2 pages) – FORM I	
E-Verify Acknowledgement Statement - FORM J	
Subcontractor Listing Form – FORM K	

IMPORTANT: Failure to submit the requested copies or complete and submit the required forms may result in submittal being deemed non-responsive and removed from consideration.

Clearly mark the outside of the sealed bid (on lower left corner of envelope):

Proposer's Name:	
Proposer's Address:	
Solicitation #:	RFP #19-10
Solicitation Title:	City Signage; Construction & Installation
Bid Opening:	Friday, November 1, 2019 @ 2:00 PM EST

REFERENCE LIST

Proposer's Name: _____

Proposer must provide the contact information for a minimum of three (3) references in which similar work was performed within the last five (5) years, public sector entities preferred.

Proposer is responsible for providing accurate contact information.

Reference #1

Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Reference #2

Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Reference #3

Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Failure to fully complete and submit this List may result in rejection of the proposal

INSTRUCTIONS TO PREPARE SURVEY AND SEND TO REFERENCES

The objective of this process is to identify the past performance of the firm submitting a response to the RFP. This is accomplished by sending the Reference Check Survey to past clients. The client should return the Survey directly to the email address indicated at the top of the Reference Check Survey (references@cityofsebastian.org).

The surveys shall be sent to all references that the firm has identified on **Form C**. If additional surveys are included in the RFP response, the City will only consider those identified on **Form C**. It is the Proposer's responsibility to ensure that the City has received all references prior to the due date of the RFP.

1. Surveys should be completed by different clients. Do not have multiple people evaluating the same project or have multiple projects evaluated by the same person.
2. Projects can be either completed or ongoing.

REFERENCE CHECK SURVEY

SUBMIT VIA EMAIL: REFERENCES@CITYOFSEBASTIAN.ORG

DATE: _____

FIRM BEING SURVEYED: _____

1. Describe the scope of work performed by this firm for your organization or Provide Project Name.

2. Rate each of the criteria on a scale of 1-5, 5 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge.

If you do not have sufficient knowledge of past performance in a particular area, please say N/A.

ITEM	CRITERIA	SCORE
1	Provided services in a timely manner	
2	Professionalism of Firm	
3	Customer Service and Response Time to Client Inquiries	
4	Quality of Work Performed	
5	Ability to Maintain Accurate Documentation - Invoices	
6	Overall Client Satisfaction	

3. Were there any problems encountered with this firm during performance of the project? If so, how were they resolved?

4. Would you re-hire this firm?

Yes:

No:

Maybe:

<u>PERSON COMPLETING THE SURVEY</u>	
COMPANY NAME:	_____
NAME:	_____
CONTACT INFORMATION:	_____
SIGNATURE:	_____

PROPOSER'S DISCLOSURE QUESTIONNAIRE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter. Additional sheets may be attached if required.

Proposer's Name: _____

Address: _____

Contact Person: _____

Title: _____

Phone No.: _____

Email Address: _____

Federal Identification No.: _____

This Business is: () An Individual () A Partnership () A Corporation

Proposer's License No., *if applicable*: _____

***Attach certificate of status, competency, and/or state registration**

- (1) Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years? YES NO
- (2) Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? YES NO
- (3) Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? YES NO

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Sebastian.

Signature Date

Failure to fully complete, sign and submit this Questionnaire may result in rejection of the proposal

VENDOR PERFORMANCE ACKNOWLEDGEMENT

Proposer's Name: _____

A City designee will evaluate the services provided under **RFP #19-10 City Signage Construction & Installation**, noting the overall service performance of the Contractor.

Performance ratings are intended to assess the Contractor's conformance to contract requirements, specifications and standards of good workmanship. The rating scale intended to be used is as follows:

Rating	Criteria
5 – Excellent	Performance exceeds requirements with no/few minor problems for which corrective actions were highly effective.
4 – Good	Performance meets requirements with some minor problems for which corrective actions were highly effective.
3 – Average	Performance meets requirements with some minor problems for which corrective actions were satisfactory.
2 – Below Average	Performance does not meet some requirements with problems for which corrective actions appear only marginally effective or have not been fully implemented.
1 - Poor	Performance does not meet most contractual requirements with problems for which corrective actions appear ineffective and/or have not been identified or implemented.

	Rating				
	Poor 1	Below Average 2	Average 3	Good 4	Excellent 5
1. Provide Services in a Timely Manner					
2. Professionalism of Firm					
3. Customer Service and Response Time to City's Requests and Inquiries					
4. Firm's Understanding of Design Plans					
5. Quality of Sign Construction					
6. Quality of Sign Installation					
7. Remain on Schedule Based on Timeline					
8. Maintain Accurate Documentation - Invoices					

Note: The above list is not a complete list of tasks required to administer the services. During the term of the contract additional performance measures may be added or modified, as needed to provide an accurate assessment.

I acknowledge the standards of performance identified in this performance report will be used to evaluate the firm's performance at a minimum of once quarterly.

Proposed Vendor Signature

Failure to sign and submit this Acknowledgement may result in rejection of the proposal

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Proposer's Name

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' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that 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 1893 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 Paragraph 1 through 5.

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

Signature

Print Name

Date

Failure to sign and submit this Form may result in rejection of the proposal

PUBLIC ENTITY CRIMES FORM

Page 1 of 3

Any person submitting a quote, bid, or proposal in response to this invitation or Agreement, must execute the enclosed form sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting Agreement, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Agreement for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any Agreement to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into an Agreement (formal Agreement or purchase order) in excess of the threshold amount of \$10,000 to provide goods or services to **THE CITY OF SEBASTIAN**, a person shall file a sworn statement with the Contract/Agreement officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR QUOTE OR BID DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PUBLIC ENTITY CRIMES FORM

Page 2 of 3

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Agreement No. **RFP #19-10** for **City Signage, Construction & Installation** to CITY OF SEBASTIAN.

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement) whose business address is _____
and (if applicable) its Federal Employer Identification (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.

4. 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 with the United States, including, but not limited to, any bid or Agreement 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 misrepresentation.

5. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. 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.

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

PUBLIC ENTITY CRIMES FORM

Page 3 of 3

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Sign: _____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, _____ (title) on behalf of _____ (name of partnership), and a partnership. He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

Name: _____

My Commission Expires: _____

Commission Number: _____

Failure to fully complete, sign and submit this Form may result in rejection of the proposal

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

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

Neither the said PROPOSER 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 PROPOSER, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal 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 PROPOSER, firm, or person to fix the price or prices in the attached proposal or any other PROPOSER, or to fix any overhead, profit, or cost element 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 Contract;

The price of items quoted in the attached proposal are fair and proper and are not tainted by 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 affidavit.

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public Name:

Notary Public Signature:

My Commission Expires: _____

Failure to fully complete, sign and submit this Affidavit may result in rejection of the proposal

SCRUTINIZED VENDOR CERTIFICATION

Page 1 of 2

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____ on behalf of _____,
(Printed Name) (Company Name)

certify that, _____ does not:
(Company Name)

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

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

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

Failure to fully complete, sign and submit this Certification may result in rejection of the proposal

SCRUTINIZED VENDOR CERTIFICATION

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

Company name

Signature

Print name

Title

Date

Failure to fully complete, sign and submit this Certification may result in rejection of the proposal

E-VERIFY ACKNOWLEDGEMENT STATEMENT

Proposer acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to do the following:

- (1) enroll in the U.S. Department of Homeland Security's E-Verify system;
- (2) utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- (3) utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- (4) expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Company name

Authorized Representative's Signature

Print name

Title

Date

Failure to fully complete, sign and submit this Statement may result in rejection of the proposal

SUB-CONTRACTORS LISTING FORM

Proposer's Name: _____ **Phone #** _____

RFP Title: City Signage Construction & Installation **RFP #:** 19-10

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not. If subcontractors will not be used on this agreement, check the box below. **Form must be submitted with your proposal.** Use additional sheets if necessary.

The City reserves the right to reject any proposals if the Proposer names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

I affirm that Subcontractors will not be used to complete projects under this agreement.

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

Failure to fully complete, sign and submit this Form may result in rejection of the proposal