



CITY OF INDIAN ROCKS BEACH

1507 Bay Palm Boulevard
Indian Rocks Beach FL 33785

DATE: January 18, 2023

RFP NO. IRB 2023-2

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Indian Rocks Beach, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Finance Director, City Hall, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785, for furnishing the services described below:

WEBSITE DESIGN SERVICES

Sealed Proposals must be received, and time stamped in by the Finance Director, either by mail or hand delivery, no later than 2:00 p.m. local time on February 17, 2023. A public opening will take place at or before 2:15 p.m. in the Conference Room located at the City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's or take any other such actions that may be deemed to be in the best interests of the CITY.

Dan Carpenter
Finance Director

CITY OF INDIAN ROCKS BEACH, FLORIDA
1507 Bay Palm Boulevard
Indian Rocks Beach FL 33785
Phone 727/595-2517

STATEMENT OF THE WORK

A. Objective:

The City of Indian Rocks Beach is seeking to do a redesign of the City's website that is interactive, inviting and promotes engagement.

B. Services Required by the City: City requires one (1) independent contractor to provide a program that will achieve but not necessarily be limited to the following goals: redesign of the City's website, upgrades, and hosting services.

III. SCOPE OF SERVICES

Visitors to the City's website site utilize a wide variety of devices to access the website, including computers, tablets and mobile smart phones. The new website should be fully responsive, and automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen.

The new website should comply with World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) (Level AA compliance) and Section 508 of the Rehabilitation Act of 1973. In addition, the vendor should follow best practices, voluntary standards and guidelines developed by the World Wide Web Consortium's (W3C) Web Accessibility Initiative (WAI), and train users in creating accessible content. *Selected vendor must provide updates and proof that the website is 100% ADA compliant on a quarterly basis.*

We are seeking a hosted website solution that should include:

- **Guaranteed uptime** of 99.9% backed by a Service Level Agreement (SLA)
- **Hosting** in SSAE 16 Type II compliant data centers with redundancies for ISP providers, power and backups.
- **Full disaster recovery** to a backup data center with less than 90 minutes site restoration and less than 15 minutes data replication
- **Complete Distributed Denial of Service (DDoS)** mitigation solution to detect and mitigate malicious cyber-attacks, and ensure site is Malware free.
- **Non-throttled bandwidth** in the event of a spike in traffic
- **SSL Integration**

This is a summary of the existing website environment:

- **Existing Website** - The site lives on the domain www.indian-rocks-beach.com
- **Content Management** - The site is a custom CMS system on the PHP platform.
- **Content Strategy** - The site currently was revamped to be ADA compliant at WCAG 2.1 AA level and this requirement would need to be carried over into a new implementation.
- **Website Documents** - The site consists mostly of PDF files in the form of Elevation

Certificates, Meeting Agendas, Minutes, and other items.

- **Website Platform** -The site is based on PHP, HTML, and CSS.
- **Website Hosting**- The site is hosted with InMotion Hosting on a Pro level / Shared Business Hosting package.

Preference will be given to vendors with experience developing local government websites, with special attention given to vendors' breadth of experience, references, number of years of experience and expertise of staff.

The design of the website should be based on the outcome of a usability study conducted by the vendor. The result of the study should be a written report with design recommendations. The usability study should include a combination of the following: stakeholder survey, online community survey, homepage heat mapping, accessibility validation (WCAG 2.0), site analytics, mobile usability, user usability testing.

Include the appropriate amount of training for up to 2 staff members to learn how to update content, add pages, images and calendar updates.

CMS System:

The vendor's proposed content management system (CMS) should be a web-based application that provides the core of the entire development process. Please include an administrative dashboard, automatic sitemap, notification of content expiration, content preview, content scheduling, spell check and a robust WYSIWIG Editor.

The CMS System should also include workflow approval, permissions management, CMS activity reporting, login history, broken link review, and website analytics.

Features of the system should include:

- advanced site search functionality
- business directory
- event calendar
- 'contact us' form
- document archive
- document storage
- easy embedding of audio, video and social networking applications
- emergency home page
- FAQ tool
- form creator
- fillable form with signature
- iFrame functionality
- payment processing-integrated in website
- mobile friendly
- image management with photo slideshows
- remote login

- service directory
- social media integration
- JavaScript

Technology Requirements:

The vendor's platform should support mobile and desktop version of Apple Safari, Google Chrome, Microsoft Internet Explorer and Edge, and Mozilla Firefox, including future changes on all browsers.

The hosted solution should protect the website against Distributed Denial of Service (DDoS) and other cyberattacks and should be able to detect and mitigate malicious traffic within seconds. In the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where the website visitors will continue to be able to access the site. The recovery time should be 90 minutes or less, and the data replication should be 15 minutes or less. In the proposal, the vendor should provide complete information about the hosting data center and backup data center.

IV. PROPOSAL REQUIREMENTS

1. Scope of Services Proposed

Clearly describe the scope of services proposed inclusive. Include details of your approach and work plans. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Indian Rocks Beach.

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Website Design Services will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

3. References

Provide a list and description of similar projects satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all

services, materials, etc., required for completion of services in accordance with your technical proposal.

5. Proposal Copies

Submission of one (1) original, four (4) copies and one electronic copy (CD or thumb drive) of the proposal should be submitted to the City of Indian Rocks Beach, City Hall, 1507 Bay Palm Boulevard, Florida 33785, to the attention of Dan Carpenter, Finance Director.

6. Addenda, Additional Information - Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Finance Director, may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

7. **Questions: all questions to be emailed to dcarpenter@irbcity.com. The deadline for questions is February 2, 2023. Note, all questions will be responded to in an Addendum format.**

V. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Scope of Services Proposed	40
Firm Qualifications	10
References	10
Price	40

These weighted criteria are provided to assist the Offerors in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general framework for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in

proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

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

VI. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	1/18/2023
2. Opening of Proposals	2/7/2023
3. Proposal Evaluations	2/17/2023~3/3/2023
4. Contract Negotiations	3/6/2023~3/17/2023
5. Award of Contract	3/28/2023

If approved and awarded, any contract for the redesign of the City's website will be budgeted and included in the City's Fiscal Year 2024 Operating and Capital budget. Work under the agreement or contract will not begin prior to the start of Fiscal Year 2024, or October 1st, 2023.

CITY reserves the right to delay scheduled dates.

VII. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal and Offeror's Certification
 - (b) Qualifications Statement
 - (c) Non-Collusive Affidavit
 - (d) Offeror's Foreign (Non-Florida) Corporate Statement
 - (e) References
 - (f) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.
 - (g) Proposal security if required by the Special Conditions to the Instructions to Offerors.
 - (h) Certification Pursuant to Florida Statute 287.135

VIII. AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

IX. CONTRACT TERM

The initial term of this contract will be two (2) years with an option to renew for two (2) additional two (2) year time periods for a cumulative total of six (6) years, using the same terms, conditions, and pricing of the original agreements provided that funds are available and appropriated by City's Commission.

X. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP NO.: IRB 2023-02
WEBSITE DESIGN SERVICES

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. **DEFINED TERMS**

- 1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Indian Rocks Beach, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non- Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. **SPECIAL CONDITIONS**

- 2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Finance Director of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. **SPECIFICATIONS**

- 4.1 The apparent silence of the Specifications as to any detail, or the apparent omission

from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

- 42 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.
- 43 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Offeror may offer any brand that meets or exceeds the specifications for any item(s). If a Proposal is based on equivalent products, indicate on the Proposal the manufacturer's name and catalog number. Offeror shall submit with his Proposal complete, descriptive literature and/or specifications. The Offeror should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Offeror fails to name a substitute, it will be assumed that he is bidding on and he will be required to furnish goods identical to Proposal standards.

5. INTERPRETATIONS AND ADDENDA

- 5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Finance Director for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Finance Director at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Finance Director as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals,

unit amounts shall govern.

62 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.

63 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Indian Rocks Beach.

7. NON-COLLUSIVE AFFIDAVIT

7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. OCCUPATIONAL HEALTH AND SAFETY

9.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Proposal must be accompanied by a Material Safety Data Sheet (MSDS) and may be obtained from the manufacturer. The MSDS must include the following information:

9.1.1 The chemical name and the common name of the toxic substance.

9.1.2 The hazards or other risks in the use of the toxic substance, including:

(a) The potential for fire, explosion, corrosivity and reactivity;

(b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

- (c) The primary routes of entry and symptoms of overexposure.
- 9.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- 9.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 9.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 9.1.6 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

92 Offeror warrants that the commodities supplied to CITY shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract.

10. CONFLICT OF INTEREST

10.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

11. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

12.1 The following is a summary of documents, which are to be submitted by the Offerors:

- (a) Proposal and Offeror's Certification
- (b) Qualifications Statement
- (c) Non-Collusive Affidavit
- (d) Offeror's Foreign (Non-Florida) Corporate Statement
- (e) References
- (f) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.
- (g) Certification Pursuant to Florida Statute 287.135

12. SUBMISSION OF PROPOSALS

- 121 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.
- 122 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- 123 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 124 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 125 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "PROPOSAL FOR **WEBSITE DESIGN SERVICES** THE CITY OF INDIAN ROCKS BEACH, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 126 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 127 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

13. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting

Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

- 132 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

14. REJECTION OF PROPOSALS

- 14.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 142 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

15. AWARD OF CONTRACT

- 15.1 The Contract should be awarded by CITY's Commission to the most responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Offeror.
- 152 The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled, and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror

shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

QUALIFICATIONS OF OFFERORS

Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.

As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Pinellas County Sheriff's Office of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.

ENVIRONMENTAL REGULATIONS

City reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify City immediately of notices of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to offerors.

INSURANCE

Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.

Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Professional Liability Insurance in an amount not less than \$1,000,000.
- (b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

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

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

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

- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

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

ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THE CITY OF INDIAN ROCKS BEACH AS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.

INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

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

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

INDEMNIFICATION

GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Offeror agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

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

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

CONTRACT TIME

The work to be performed under the Contract shall be commenced upon issuance of Purchase Order.

The number of days within which the work is to be completed or goods are to be provided is to be determined consecutive calendar days from the date of the commencement of the Contract time.

By virtue of the submission of his Proposal, Offeror agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Offeror agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

WARRANTIES

Warranty of Merchantability: Successful Offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

Warranty of Performance: The Successful Offeror warrants that the goods shall meet the following performance requirements:

Warranty of Material and Workmanship: Successful Offeror warrants all material and workmanship for a minimum of to be determined from date of completion and acceptance by CITY. If within to be determined after acceptance by CITY, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract documents, Successful Offeror shall promptly after receipt of a written notice from CITY to do so, promptly correct the work unless CITY has previously given Successful Offeror a written acceptance of such condition. This obligation shall survive termination of the Contract.

Successful Offeror warrants that there has been no violation of copyrights, patent rights or licensing agreements in connection with the work of the contract.

Successful Offeror warrants to CITY that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

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

Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Successful Offeror shall not discriminate

against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) 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.

TAXES

Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

TERMINATION FOR CAUSE AND DEFAULT

In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

TERMINATION FOR CONVENIENCE OF CITY

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and

complete any continued portions of the work.

AUDIT RIGHTS

City reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the contract.

DELAYS AND EXTENSIONS OF TIME

The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than ten (10) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.

No claim for damages or any claim other than an extension of time shall be made or asserted against the CITY by reason of any delays.

ASSIGNMENT

Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Sixth Judicial Circuit for Pinellas County, Florida.

COST ADJUSTMENTS

The cost(s) shall remain firm for the initial two (2) year contract term. Costs for any extension term shall be subject to adjustment only if increases occur in the industry (software maintenance). Such increases shall not exceed 5% or, whichever is greater,

the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the 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 comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the CITY 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 the industry costs decline, the CITY shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

ADDENDUM

An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If an Offeror is on record with the Purchasing Division as having received the bid package, any addendums will be provided to the Offeror.

If an Offeror downloads the bid documents from the City website, the Finance Department must be notified of that download and the prospective Offeror's interest in submitting a bid on the project. If the City is not notified, the City will not be able to assure that any addenda issued after the bid is downloaded by the prospective Offeror is provided to the prospective Offeror. It is the responsibility of the Offeror to view the website to determine if any addenda have been issued, or to contact the Finance Department to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid

PROPOSAL FORM FOR WEBSITE DESIGN SERVICES

RFP NO.: IRB 2023-02

**SUBMITTED TO: City of Indian Rocks Beach
1507 Bay Palm Boulevard
Indian Rocks Beach, Florida 33785**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all labor, services, and supervision for the work describes as follows:

WEBSITE DESIGN SERVICES

6. Offeror will complete the work as described in the RFP for the following price:
\$ _____ Please provide detailed pricing in your Proposal response
7. Offeror agrees that the work will be completed and ready for final payment within ____ () calendar days from the date of Contract Commencement as specified in the Notice to Proceed.
8. *The undersigned Offeror will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required.* ____ Yes ____ No
9. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. _____ Date _____ Addendum No. ____ Date ____

Addendum No. _____ Date _____

10. Offeror accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
11. The following documents are attached to and made as a condition to this Proposal:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.
 - (h) Certification Pursuant to Florida Statute 287.135
12. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.
13. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
14. The correct legal name of Offeror is: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Email: _____
Social Security No. or Federal I.D. No.: _____
15. Communications concerning this Proposal shall be addressed to _____ at the following address:

Telephone No.: _____ Fax No.: _____
Email: _____
Submitted on _____

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day
of _____,

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____,
202__, by _____ who is personally known to me or
who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202_____.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 202__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____.

Witness

Witness

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Printed Name of partner

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 202 .
by _____ (Name), _____ (Title) of _____

(Name of Company) who is personally known to me
or who has produced _____ as identification and who did (did not)
take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT _____ (Name), the duly elected _____ (Title of Officer) of _____ (Corporate Title), be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Indian Rocks Beach and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Indian Rocks Beach shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 202__.

(SEAL)

By: _____

Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Indian Rocks Beach that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;

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

- (3) Such Proposal is genuine and is not a collusive or sham Proposal;

- (4) Neither the said Offeror 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 Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title) ACKNOWLEDGEMENT

State of _____ County of _____

The foregoing instrument was acknowledged before me this ____ day of _____ 202__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)
Page 2 of 2

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

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

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

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

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

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

OFFERORS CORRECT LEGAL
NAME

SIGNATURE OF AUTHORIZED
AGENT OF OFFEROR

REFERENCES

In order to receive RFP Award consideration on the proposed RFP, it is a requirement that the following "Information Sheet" be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

OFFEROR (COMPANY NAME): _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
NUMBER OF YEARS IN BUSINESS: _____
YEARS ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

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 South Florida Regional Planning Council (Council) shall provide notice, in writing, to the Contractor of the Council's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Council's determination of false certification was made in error then the Council 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.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged

in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the 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

Please provide the executed form to the South Florida Regional Council.