

# **CITY OF OPA-LOCKA**



**RFP: 26-0220200**

**Request for Proposals (RFP)**

**Urban Forestry Revitalization Initiative**

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## ADVERTISEMENT



### RFP 26-0220200

The sealed proposal for Urban Forestry Revitalization Initiative for the City of Opa-locka must be received at the City Clerk's Office on Friday, February 20, 2026.

#### **Proposals may be submitted via one of two methods:**

1. Electronic Submission via DemandStar: Proposals may be submitted through [www.demandstar.com](http://www.demandstar.com) (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.
2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Qualifications (RFP) package that arrives after the specified closing time will be returned unopened.

#### **Instructions for Postal Mail Submission:**

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 26-0220200 Urban Forestry Revitalization Initiative.

#### **Mailing Address:**

City of Opa-locka  
Office of the City Clerk  
780 Fisherman Street, 4th Floor  
Opa-locka, Florida 33054

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at [www.opalockafl.gov](http://www.opalockafl.gov) or [www.demandstar.com](http://www.demandstar.com). The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **RFP NO: 26-0220200** requirements. A mandatory site visit will take place on **Wednesday, January 28, 2026, at 12:00 PM (noon)** at 780 Fisherman Street, 4th floor, Opa-locka, FL 33054. For more information, please email Jay Bergel at [jbergel@opalockafl.gov](mailto:jbergel@opalockafl.gov).

Joanna Flores  
City Clerk

PART I  
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is seeking proposals from experienced and qualified firms or individuals for professional Urban Forestry Revitalization Initiative.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://www.demandstar.com) (e-bid). The City must receive all the proposals by 2:00 pm (ET) on 02/20/26. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA  
Office of the City Clerk  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 26-0220200–**Urban Forestry Revitalization Initiative**. This package shall also include the Proposer’s return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 30 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk’s Office at 780 Fisherman Street, 4<sup>th</sup> Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before the proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB Flash Drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail, or any other mode of delivery.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Qualifications. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer’s ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk and or the Procurement Officer will receive written requests for clarification concerning the meaning or interpretations of the RFP. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee other than the City’s Purchasing Officer is

authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of a written addenda. The City may post addenda on the City's website up to five (5) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Officer through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and evaluated by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Proposer proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. All legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate as a lobbying firm in the State of Florida at the time of RFP submittal. The proposal of any Proposer which does not meet these criteria shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of people and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (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. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka, Miami-Dade County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods, or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to Proposers with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a Proposer that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the Request for Proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days after the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be initiated by the delivery to the contractor at least five (5) working days before the effective date of the Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment to the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/ her staff, the City Clerk and his/ her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFP), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

## **Insurance Requirements**

The selected proposer must maintain comprehensive insurance coverage throughout the term of the agreement, including but not limited to:

- **Commercial General Liability Insurance:**  
Minimum coverage of **\$1,000,000 per occurrence** and **\$2,000,000 aggregate** for bodily injury, personal injury, and property damage.  
The City must be named as an **Additional Insured**.
- **Workers' Compensation Insurance:**  
Coverage compliant with state law for all employees of the proposer.  
Employers' Liability coverage of at least **\$500,000 per incident**.
- **Automobile Liability Insurance (if applicable):**  
Minimum coverage of **\$1,000,000 per occurrence** for any vehicles used in the operation of the facility.
- **Umbrella/Excess Liability Coverage:**  
Minimum of **\$2,000,000** in additional coverage beyond general liability limits.
- **Professional Liability Insurance (if applicable):**  
If the proposer provides specialized professional services, such as consulting or educational programming, they must carry **\$1,000,000 in professional liability insurance**.
- **Indemnification Clause:**  
The proposer agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising from the proposer's operations or negligence.

All insurance policies must be provided by insurers licensed to operate in the state and must remain in force for the duration of the agreement. Proof of insurance coverage must be submitted to the City before contract execution and must be updated annually.

## CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	01/13/26	
Pre-Bid (walkthrough)	01/28/26	
Written Questions Due	02/04/26 @ 5:00pm Email questions to <a href="mailto:ibergel@opalockafl.gov">ibergel@opalockafl.gov</a> With Subject line "RFP No: Bid Questions"	
Response to Questions	02/11/26 @ 5:00pm (ET)	
Due Date/Bid Opening	02/20/26@ 2:00 pm (ET)	
Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

## PART II NATURE OF SERVICES REQUIRED

### 2-1 PURPOSE FOR SERVICES

The City of Opa-locka is seeking proposals from qualified contractors to provide comprehensive urban forestry services, including tree planting, irrigation equipment installation, and long-term maintenance. This project is part of the City's Urban Forestry Revitalization initiative, which aims to improve tree canopy coverage, upgrade local irrigation infrastructure, and ensure the sustained health of newly planted trees.

### 2.2 SCOPE OF SERVICES

The selected contractor will be responsible for the following tasks:

#### A. Tree Planting

- Planting of 498 trees at designated locations.
- Selection and procurement of non-invasive, climate-appropriate tree species.
- Site preparation, planting, and initial stabilization of trees.

#### B. Irrigation Equipment Installation

- Design, procurement, and installation of irrigation systems at all six locations.
- Equipment installation to include pipes, pumps, controllers, and sprinklers/drip irrigation systems as required.
- Integration of irrigation systems with existing stormwater management plans.
- Ensuring all installed irrigation equipment adheres to project budget and cost guidelines.
-

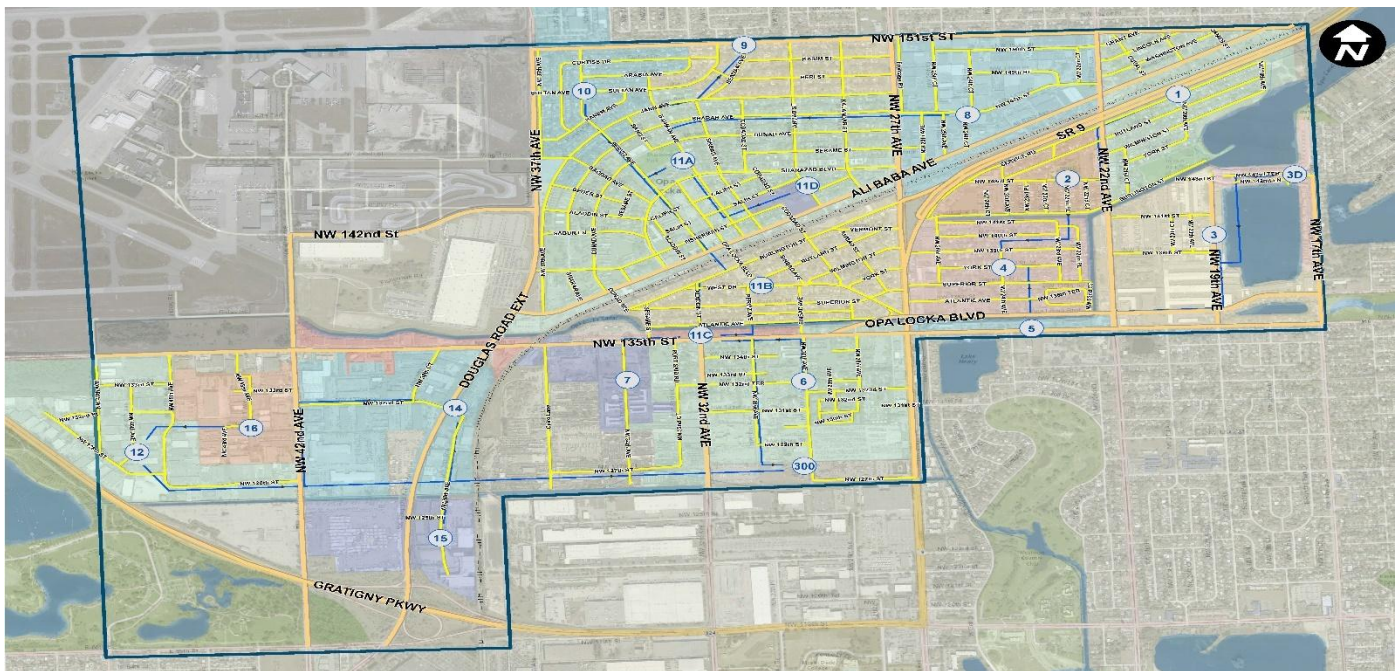
### C. Maintenance Services

- Two-month intensive maintenance for newly planted trees, including watering, fertilization, and pruning.
- Ongoing irrigation system checks and adjustments for efficient water usage.
- Five-year extended maintenance services, as per budget allocation, include seasonal inspections and adjustments.
- Detailed monitoring and reporting on tree health, irrigation efficiency, and necessary corrective measures.

### PROJECT LOCATIONS

The services will be performed at the following locations, with corresponding tree planting and irrigation equipment installation:

Location	Number of Trees	Irrigation Installation
Douglas Road	158 Trees	Yes
Ingram Elementary School	30 Trees	Yes
State Road 9	150 Trees	Yes
Sinbad Mini Park	10 Trees	Yes
NW 37th Avenue	50 Trees	Yes
NW 139th Street – NW 141st Street	100 Trees	Yes



### BUDGET ALLOCATION

The project budget is not to exceed \$500,000 including but not limited to the following line items:

- Irrigation installation at six locations (planning, design, labor, and supplies)
- Tree planting (498 trees)
- Maintenance services (five-year period)
- Hiring a professional arborist for project oversight
- Miscellaneous and any other line item not included in the general scope of this Request for Proposals

## **2.3 TERMS AND PERFORMANCE REVIEWS**

The agreement shall commence upon the City's final execution. The initial term will be one (1) year, with a two (2) year renewal option based on performance.

## **PART III PROPOSAL REQUIREMENTS**

### **3-1 RULES FOR PROPOSALS**

The purpose of this response is to showcase the qualifications, competence, and capacity of the firm seeking to provide the services outlined in this RFP. Therefore, the qualifications will be prioritized over the presentation style. The technical response should demonstrate the qualifications of the individual or firm and the staff assigned to this project. Please include as much information as possible regarding qualifications and experience.

### **MINIMUM REQUIREMENTS**

Interested proposers must submit a detailed proposal including:

- Company profile detailing experience in urban forestry, irrigation installation, and maintenance services.
- Technical approach outlines tree selection, planting methods, and irrigation system specifications.
- Detailed cost breakdown, ensuring all individual equipment and labor costs align with the project budget.
- Project timeline, including milestones for tree planting, irrigation installation, and maintenance phases.
- Certifications, licenses, and insurance coverage.
- Key personnel and subcontractors, if applicable.

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposal for firm to be considered:

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

3.2.2 Tab 1 - Table of Contents

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

### 3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

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

### 3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of people to be contacted for information or services if different from name of the person in charge.

3.2.4.4 Normal business hours.

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

3.2.4.6 Give the date business was organized and/or incorporated

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

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

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

### 3.2.5 Tab 5 – Experience and Qualifications

3.2.5.1 Specify the number of years the Proposer has been in business.

3.2.5.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

### 3.2.6 Tab 8 – References (Client Reference Form)

Minimum of at least three organizations, preferably governmental agencies, for which Urban Forestry Revitalization Initiative has been provided in the past five years. Include the name of the organization, a description of the services, the length of the engagement, and name of contact person, including telephone number and email address.

### 3.2.7 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all the following forms and/or documents:

- Proposer Qualifications
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY**

## **DISQUALIFY THE PROPOSER.**

### **PART IV** **EVALUATION OF PROPOSALS**

#### **4-1 SELECTION COMMITTEE**

A Selection Committee will convene, review, and ultimately rank all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

#### **4-2 EVALUATION CRITERIA**

Proposals will be evaluated based on the cost and the structure that best meets the financing requirements of the City, as determined by the City in its sole discretion. Further, the City requests proposals that provide for the ability to prepay the Debt in whole or in part at any time without penalty.

<b>Evaluation Criteria</b>	<b>Weight (%)</b>	<b>Description</b>
<b>Experience and Qualifications</b>	20%	Demonstrated experience in managing, maintaining, and operating historic or culturally significant facilities. Includes qualifications of key personnel, organizational capacity, and relevant project history.
<b>Technical Approach and Methodology</b>	30%	The clarity, feasibility, and innovation of the proposed approach to deliver all services outlined in the scope of work. Includes understanding of City objectives, operational plans, preservation compliance, and proposed programming.
<b>Cost</b>	25%	The overall value and cost-effectiveness of the proposal. Considers total cost, allocation of resources, budget justification, and potential for revenue generation to offset expenses.
<b>Project Timeline</b>	15%	Realism and detail of the proposed implementation schedule. Includes mobilization period, milestones for operational readiness, and responsiveness to City block-out dates and special conditions.
<b>References and Past Performance</b>	10%	Quality and relevance of past performance with similar projects, as verified by references. Includes record of meeting project deadlines, maintaining facility standards, and stakeholder satisfaction.
<b>TOTAL</b>	<b>100%</b>	

#### **4-3 ORAL PRESENTATIONS**

Proposers are required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Relationship Manager must be in attendance.

References and site visits (if needed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

#### 4-4 FINAL SELECTION

The City of Opa-locka will select a firm or multiple firms that meet the City's best interests. The City shall solely judge its best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, an agreement is expected to be reached between both parties. The City staff will recommend the proposer with the most responsive and responsible bid, whose proposal is deemed to offer the best overall value for the City, based on the evaluation factors in this RFP.

#### 4-5 AWARD AND CONTRACT EXECUTION

After the selection committee reviews the proposals and oral presentations, the City Manager will receive a recommendation for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

## PROPOSER QUALIFICATIONS

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The Proposer, in conjunction with this proposal, must hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information must be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

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

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

City, State, Zip: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:

Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: \_\_\_\_\_ years

7. The length of time (continuous) in business as a service organization in Florida:  
\_\_\_\_\_ years

8. A copy of County and/or Municipal Occupational License(s)

*Note: Information requested herein and submitted by the Proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

### COST PROPOSAL FORM

Bidders must provide detailed pricing for each category below. All costs should be inclusive of labor, materials, equipment, supplies, insurance, and applicable overhead.

Location	Number of Trees	Irrigation Installation	Cost (USD)
Douglas Road	158 Trees	Yes	\$_____
Ingram Elementary School	30 Trees	Yes	\$_____
State Road 9	150 Trees	Yes	\$_____
Sinbad Mini Park	10 Trees	Yes	\$_____
NW 37th Avenue	50 Trees	Yes	\$_____
NW 139th Street – NW 141st Street	100 Trees	Yes	\$_____
<b>Total Cost</b>	<b>498 Trees</b>	<b>6 Irrigation Installation</b>	<b>Total Cost \$_____</b>

By signing below, the undersigned certifies that the pricing provided herein is accurate and that all services will be performed in compliance with the RFP requirements.

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

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

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
PROPOSED DEBARMENT AND OTHER MATTERS OF  
RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, County, State, Federal, or other agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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## DRUG-FREE WORKPLACE CERTIFICATION FORM

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Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require 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 Section 287.087, Florida Statutes.

This Certification is submitted by \_\_\_\_\_ the  
(Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

NON-COLLUSION AFFIDAVIT  
STATE OF FLORIDA - COUNTY OF MIAMI DADE

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

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

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

State of Florida County of \_\_\_\_\_

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

By \_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

## E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

*By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.*

## E-VERIFY FORM

### Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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

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

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

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

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

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employee of the City of Opa-Locka or its elected officials, as a commission, kickback, reward, or gift, whether directly or indirectly, by me or any member of my firm, or by any officer of the corporation.

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

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

Sworn to and subscribed before me this

\_\_\_ day of \_\_\_\_\_, **2026**

\_\_\_\_\_  
Notary Public,  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

## CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

2) Name of Client Entity: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

3) Name of Client Entity: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_