

Issue Date

City of Hollywood, Florida  
Solicitation # RFP-4479-15-RD

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## Branding, Marketing and Public Relations Services Solicitation # RFP-4479-15-RD

Closing Date: Oct 1, 2015

Location: City Hall/Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

## Bid RFP-4479-15-RD Branding, Marketing and Public Relations Services

Bid Number **RFP-4479-15-RD**  
 Bid Title **Branding, Marketing and Public Relations Services**

Bid Start Date **Aug 28, 2015 1:53:17 PM EDT**  
 Bid End Date **Oct 1, 2015 3:00:00 PM EDT**  
 Question & Answer End Date **Sep 14, 2015 5:00:00 PM EDT**

Bid Contact **Ralph Dierks**  
**954-921-3223**  
**RDIERKS@hollywoodfl.org**

Bid Contact **Linda Silvey**  
**954-921-3200**  
**LSILVEY@hollywoodfl.org**

Contract Duration **1 year**  
 Contract Renewal **3 annual renewals**  
 Prices Good for **180 days**  
 Pre-Bid Conference **Sep 10, 2015 10:00:00 AM EDT**  
**Attendance is optional**  
**Location: NON-MANDATORY Pre-Proposal Conference**  
**2600 Hollywood Boulevard, Room 215**  
**Hollywood, Florida 33020**

### Item Response Form

Item **RFP-4479-15-RD--01-01 · USE COST PROPOSAL FORM**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of Hollywood, Florida**  
CITY MANAGER'S OFFICE  
 2600 HOLLYWOOD BLVD. ROOM 419  
 CITY OF HOLLYWOOD  
 HOLLYWOOD FL 33022  
**Qty 1**

**Description**  
 USE COST PROPOSAL FORM

**Issue Date: August 28, 2015**

City of Hollywood, Florida

**Solicitation #RFP-4479-15**



**Request for Proposals for  
Branding, Marketing and  
Public Relations Services  
Solicitation  
#RFP-4479-  
15-RD**

**Issue Date:** August 28, 2015

**Closing Date:** 3:00 P.M., October 1, 2015

**Pre-Proposal Meeting (non-mandatory)**

**Date:** 10:00 A.M., September 10, 2015

**Location:** City Hall

2600 Hollywood Boulevard, Room 215  
Hollywood, Florida 33020

City of Hollywood, Florida

Issue Date: August 28, 2015

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**ACKNOWLEDGMENT AND SIGNATURE PAGE**

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): \_\_\_\_\_ Federal Tax Identification Number: \_\_\_\_\_

If Corporation - Date Incorporated/Organized: \_\_\_\_\_

State Incorporated/Organized: \_\_\_\_\_

Company Operating Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Remittance Address (if different from ordering address): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number (include area code): \_\_\_\_\_ Fax Number (include area code): \_\_\_\_\_

Company's Internet Web Address: \_\_\_\_\_

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

\_\_\_\_\_  
Bidder/Proposer's Authorized Representative's Signature:      Date

Type or Print Name: \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

**ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLD HARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.**

**Issue Date: August 28, 2015****City of Hollywood, Florida  
Solicitation #RFP-4479-15****SUBMISSION**

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City



<b>Bid/Proposal Name: Branding, Market and Public Relations Services</b>
<b>Bid/Proposal Number: RFP-4479-15-RD</b>
<b>Bid/Proposal Opening Date: 3:00 P.M., October 1, 2015</b>
<b>Firm Name/Address: _____</b> _____
<b><u>Return to:</u></b>
<b>City of Hollywood, Florida</b>
<b>c/o: Office of City Clerk</b>
<b>2600 Hollywood Blvd., Room #: 221</b>
<b>Hollywood, Florida 33020</b>

**RESPONSE MUST INCLUDE:**

**One (1) original**  
**Seven (7) Copies**  
**One (1) complete electronic copy (CD)**

**Important Notice:**

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

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## CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at:  
<http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

## PROCUREMENT SERVICES CONTACT INFORMATION:

For information concerning procedure for responding to this Invitation For Bid (IFB), contact the Procurement Services Division, Ralph Dierks, Procurement Manager at [rdierks@hollywoodfl.org](mailto:rdierks@hollywoodfl.org) or by phone at (954) 921-3223, or Linda Silvey, Budget and Procurement Technician at [lsilvey@hollywoodfl.org](mailto:lsilvey@hollywoodfl.org) or by phone at 954-921-3200, or Joel Wasserman, Director, Procurement Services at [jwasserman@hollywoodfl.org](mailto:jwasserman@hollywoodfl.org) or by phone at 954-921-3290, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

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**NARRATIVE OR PURPOSE:**

The City of Hollywood's Office of Public Affairs and Marketing is soliciting proposals from qualified marketing and public relations firms to plan and execute a multi-phased marketing/public relations campaign for the City that includes research, branding, advertising, web-based marketing, creative services and collateral development, as well as public and community relations. Firms qualified in these disciplines are invited to apply. The awarded firm of this RFP may be selected to complete part or all of the work herein described. The period of the contract awarded will be one (1) year with the option to renew for three (3) additional one (1) year periods.

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## 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [www.hollywoodfl.org](http://www.hollywoodfl.org) to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

### 1.2 PROPOSER'S RESPONSIBILITIES

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

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

### 1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes,



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sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

#### **1.4 DESCRIPTION OF SUPPLIES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

#### **1.5 ADDENDA**

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

#### **1.6 REJECTION OF PROPOSALS**

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

#### **1.7 WITHDRAWAL OF PROPOSALS**

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

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**1.8 PROPOSALS TO REMAIN OPEN**

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

**1.9 LATE PROPOSALS OR MODIFICATIONS**

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

**1.10 CONFLICTS WITHIN THE SOLICITATION**

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

**1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS**

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

**1.12 COMPETENCY OF PROPOSERS**

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

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

**1.13 QUALIFICATIONS OF PROPOSERS**

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

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#### **1.14 CONSIDERATION OF PROPOSALS**

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

#### **1.15 AWARD OF CONTRACT**

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

#### **1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS**

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

#### **1.17 AGREEMENT**

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

#### **1.18 NOTICE TO PROCEED**

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

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**1.19 BID PROTESTS**

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

**1.20 PREPARATION OF PROPOSALS**

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Proposal

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

**1.21 EXAMINATION OF PROPOSAL DOCUMENTS**

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or

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provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## 1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

## 1.23 INFORMATION

For information concerning procedure for responding to this Invitation For Bid (IFB), contact the Procurement Services Division, Ralph Dierks, Procurement Manager at [rdierks@hollywoodfl.org](mailto:rdierks@hollywoodfl.org) or by phone at (954) 921-3223, or Linda Silvey, Budget and Procurement Technician at [lsilvey@hollywoodfl.org](mailto:lsilvey@hollywoodfl.org) or by phone at 954-921-3200, or Joel Wasserman, Director, Procurement Services at [jwasserman@hollywoodfl.org](mailto:jwasserman@hollywoodfl.org) or by phone at 954-921-3290, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

## 1.24 PROPOSALS

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal.

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Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

#### **1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS**

Proposals must 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 and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that 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 the Proposer may withdraw its Proposal and the Proposal Security will be returned.

#### **1.26 REJECTION OF PROPOSALS**

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals 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.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

#### **1.27 OPEN END CONTRACT**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

**ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

#### **1.28 AUDIT RIGHTS**

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3)



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Years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

### **1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be 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 order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

### **1.30 FRAUD AND MISREPRESENTATION**

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

### **1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

### **1.32 COLLUSION**

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

### **1.33 COPELAND "ANTI-KICKBACK"**

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

### **1.34 FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City

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or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

### **1.35 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.36 DRUG-FREE WORKPLACE PROGRAM**

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

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

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **1.38 CONFLICT OF INTEREST**

The Proposer represents that:

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

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

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

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the



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Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

#### **1.39 DISCRIMINATION**

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

#### **1.40 ADVICE OF OMISSION OR MISSTATEMENT**

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

#### **1.41 CONFIDENTIAL INFORMATION**

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

#### **1.42 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

#### **1.43 LITIGATION VENUE**

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

#### **1.44 SOVEREIGN IMMUNITY**

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

#### **1.45 SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which

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by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

#### **1.47 PATENT AND COPYRIGHT INDEMNIFICATION**

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

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

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

#### **1.48 ADVERTISING**

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

#### **1.49 DISCLAIMER**

The City of Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a

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timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

### **1.50 TRADEMARKS**

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

### **1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION**

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

### **1.52 PROPOSAL PREPARATION COSTS**

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

### **1.53 DESIGN COSTS**

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

### **1.54 ADDITIONAL CHARGES**

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

### **1.55 RIGHTS TO PERTINENT MATERIALS**

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

### **1.56 INSURANCE REQUIREMENTS**

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. **The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.**

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C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.

D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

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

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

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

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

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

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the Scope of Goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

### **1.57 NATURE OF THE AGREEMENT**

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

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

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly

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mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

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

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

#### **1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER**

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

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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

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

#### **1.59 MUTUAL OBLIGATIONS**

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the

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duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

#### **1.60 SUBCONTRACTUAL RELATIONS**

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

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

#### **1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:**

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.



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

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

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

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

**1.63 EVENT OF DEFAULT**

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Proposer has not delivered deliverables on a timely basis;
2. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
4. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
5. The Proposer has failed to obtain the approval of the City where required by this Agreement;

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6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.64 REMEDIES IN THE EVENT OF DEFAULT**

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

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of sServices, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

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

#### **1.65 BANKRUPTCY**

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

#### **1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS**

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

#### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

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

#### **1.68 E-VERIFY**

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible



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for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

#### **1.69 BUDGETARY CONSTRAINTS**

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

#### **1.70 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the 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 industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

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**PURPOSE:**

The City of Hollywood's Office of Public Affairs and Marketing is soliciting proposals from qualified marketing and public relations firms to plan and execute a multi-phased marketing/public relations campaign for the City that includes research, branding, advertising, web-based marketing, creative services and collateral development, as well as public and community relations. Firms qualified in these disciplines are invited to apply. The awarded firm of this RFP may be selected to complete part or all of the work herein described. The period of the contract awarded will be one (1) year with the option to renew for three (3) additional one (1) year periods by mutual agreement of the parties.

**BACKGROUND:**

The City of Hollywood Office of Public Affairs and Marketing provides public relations and marketing support for all Departments and Offices within the City administration. The City seeks to enhance its overall market position and brand awareness to strengthen property values, encourage reinvestment and new investment in the City, enhance the diversity of the job opportunities, support and attract target industries and foster greater understanding and community support for sustainable development and redevelopment initiatives.

The City of Hollywood is an urban, coastal city of just over 146,000 located in the heart of South Florida, between Miami and Fort Lauderdale. Hollywood is the 3<sup>rd</sup> largest city in Broward County and the 12<sup>th</sup> largest city in the State of Florida. Hollywood offers an ideal location for businesses seeking to locate or expand in South Florida providing easy access to key transportation routes (I-95, Florida's Turnpike, I-595) and two major railways (CSX and FEC). Fort Lauderdale-Hollywood International Airport is located on the City's northern boundary and more than 80% of Port Everglades is located within Hollywood's borders.

Hollywood boasts well-established, diverse neighborhoods, great parks and recreational amenities, a one-of-a-kind two and one half (2.5) mile oceanfront Broadwalk, nearly seven (7) miles of beaches and the largest coral reef research center in the country – Nova Southeastern University's Guy Harvey Oceanographic Center. Hollywood is home to the nation's third largest public healthcare system, Memorial Healthcare System, its flagship hospital, Memorial Regional Hospital, and its world class Joe DiMaggio Children's Hospital.

Hollywood's economy is fueled by a diverse array of businesses and the City seeks to expand these key industries within the City to create sustainable prosperity through unparalleled job opportunities and economic growth: Healthcare and Social Services; Tourism and Hospitality; Transportation and Logistics; Education; Marine; High-Tech Manufacturing; and Aerospace.

There is renewed development interest in the region with more than \$1.45 billion in private investment either planned or currently underway within the City of Hollywood. This is complemented by extensive public investment in infrastructure with a focus on improving key commercial corridors throughout the City with added amenities for transit users, pedestrians and bicyclists, distinctive landscaping and decorative lighting fixtures. This will improve the overall appearance of these areas of the City, promote reinvestment, create distinctive outdoor gathering spaces and enhance the desirability of adjacent neighborhoods. The combined strength of Hollywood's ideal location, affordability, natural assets and cultural amenities differentiate it from other cities in the South Florida region.

**MARKETING/COMMUNICATIONS OBJECTIVES:**

The City of Hollywood Marketing Plan will be research based, innovative, and strategic with measurable outcomes focused on:

- Increasing the City's tax base
- Attracting private investment
- Creating new jobs
- Promoting tourism
- Recruiting businesses (corporate, industrial and retail)
- Creating a brand identity
- Increasing community engagement

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**TARGETED AUDIENCES:**

The City of Hollywood's target audiences may include the following:

- Business Leaders/Decision-makers – Higher-level executives in businesses specifically in Healthcare and Social Services; Tourism and Hospitality; Transportation and Logistics; Education; Marine; High-Tech Manufacturing including Aerospace, Aeronautics and Bio-tech, who are currently, or in the future, looking for sites to locate or expand their business.
- Site Selection Consultants, Service Providers (legal, tax or engineering) – Consultants hired by clients to evaluate sites for business locations or expansions.
- Existing Industry Contacts – Decision-makers at existing businesses within Hollywood and South Florida, including contacts at headquarter locations who make location and expansion decisions.
- Local Economic Developers – Economic development professional staff (public/private, utilities) who promote the South Florida Region for business opportunities, including new business locations and existing industry retention and expansion.
- Local Tourism Partners – Retail, restaurant and lodging sectors and all other entities that provide services to travelers and support the tourism industry.
- Hollywood Taxpayers – Residents of the City of Hollywood who have the greatest stake in the local economy and ultimately pay for the business and tourism marketing efforts undertaken by the City.

**GENERAL INFORMATION:**

In general, the City intends to purchase printing associated with this agreement. Printed materials include such items as sales kits, fliers, brochures, and freestanding inserts. The City will decide, on a case-by-case basis, whether it will bid the production printing work or assign the work to the contractor as subcontracted production & media work. The contractor shall bill the City the same price in which the contractor actually paid a third party for any printing purchased through the agreement with the City. No upcharge, commission, fee, overhead, profit or other additional charges will be allowed or paid by the City. All discounts afforded the contractor must be directly passed onto to the City. The price proposals shall be submitted to the City, for approval, prior to undertaking each project. The vendor shall submit its written recommendation for selection, based on price and other factors, all support details and documentation justifying the selection of the firm recommended to complete the work, to the City – all such submissions, recommendations and selections are subject to the review and approval of the City.

**SCOPE OF SERVICES:****Phase 1 – Market Investigation**

The Scope of Work envisioned for Phase 1 includes the following:

- The selected firm will confirm marketing objectives and goals with the City of Hollywood.
- The selected firm will conduct strategic analysis including analysis of demographics, business trends, and Strengths, Weaknesses, Opportunities, and Threats (SWOT) as the foundation for the marketing program and corresponding program areas.
- The selected firm will obtain, as needed, and analyze consumer, media and market research including demographics and psychographics to include: residents, corporations, retailers/restaurants, visitors, employees, property owners, and developers. Additionally, the selected firm will incorporate pertinent information and review existing research that will be provided by the City.

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- The selected firm will research economic development marketing campaigns, special events, and other promotions to provide recommendations to the City.
- The selected firm will provide a strategic assessment and recommend market positioning based upon overall research in a report format. The City anticipates this would be completed within six (6) weeks after execution of an agreement with the City of Hollywood (sample agreement attached).

**Phase 2 – Brand Development & Marketing Plan**

The Scope of Work envisioned for Phase 2 includes the following:

- The selected firm, based on the City's acceptance of the Phase 1 Market Investigation, will develop a strong, reliable identity for the City with brand positioning and messaging that clearly communicates the City's value proposition to its target audiences. This includes determining if there is a need for a new logo or adjustments to the City's existing logo, design of graphic images such as a logo and any related tag line(s), color palettes, style guides and signature fonts.
- The selected firm will develop an application strategy and guide for logo usage.
- The selected firm will create specific messaging that targets third party consultants, including site selection professionals, relocation consultants and corporate real estate professionals in consultation with the City and key economic development partners and stakeholders that may include: the Hollywood Community Redevelopment Agency, the Greater Fort Lauderdale Broward Alliance, the Greater Hollywood Chamber of Commerce, the Greater Fort Lauderdale Convention and Visitors Bureau and other partner organizations identified by City to assist with economic development and corporate recruitment.
- The selected firm will create and present a comprehensive and strategic marketing plan that demonstrates how the firm will leverage the City's strengths to accomplish its marketing objectives. This plan should include a recommended media schedule and budget. The budget should clearly define all costs associated with the media campaign including, but not limited to the following: agency fees/account services, creative, advertising costs, production costs, public relations, printing and event expenses.
- The selected firm will evaluate all available media (trade, print, out-of-home, television, radio, internet and social media) and base its recommended media schedule on cost, reach, allocation and fit.
- The selected firm will develop a community relations strategic plan/timeline and within that plan guide the City on the most appropriate avenues and strategies for engaging residents in the goals of economic development and sustainable redevelopment.
- The selected firm will be required to make presentations and/or assist in the development of presentations on the progress of the brand development initiative and the marketing plan to the Hollywood City Commission and other stakeholder groups as needed.
- The selected firm will create appropriate collateral material for recommended tradeshow and special events the City has ownership of, sponsors or participates in.
- All collateral materials will be mutually agreed upon with the City's Office of Public Affairs & Marketing and fall in line with the recommended brand positioning and messaging.
- The City anticipates the selected firm will complete Phase 2 within three to four (3 to 4) months after the completion of Phase 1.

**Phase 3- Creation & Placement of Advertising, Monitoring & Reporting**

After acceptance and approval of Phases 1 & 2 by the City, the Scope of Work envisioned for Phase 3 includes:

- The selected firm will execute the strategic marketing plan to achieve greater awareness of Hollywood, among the regional, national and international business community, corporate site selectors and real estate professionals, prospective and existing residents and visitors to the destination.

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- The selected firm, in coordination with the City, will solicit and negotiate media buys, third party promotion partners and media partners.
- The selected firm will design and produce integrated media advertising campaigns with representative budgets, schedules and products that are based on unique selling propositions, creativity, relevancy, market research, cost effectiveness, target market reach and / or penetration and program development.
- The selected firm will define a comprehensive plan to measure the value of media the City has purchased and its effectiveness.
- If approved as part of the media mix in the marketing plan, the selected firm will be asked to create, produce and distribute the following:
  - Out-of-home Advertisements
  - Radio Spots
  - Internet Advertisements
  - Print Advertisements
  - Collateral materials such as trade show materials, a media kit, design templates and presentation materials
  - Other advertising
- Proposer should provide to the City an overview of the creative process and how many concepts will be provided for review.
- The selected firm will be asked to provide separate preliminary costs for printing and potential photography, videography, including costs for purchase of art/stock footage/music etc.; if recommended.
- The selected firm will work with the City Attorney's Office to copyright/trademark any new logo(s), tag line(s), and all other necessary materials.
- The selected firm will be asked to work on website collateral and implementation in conjunction with City staff.
- The selected firm will provide copies of all media, including native design files and raw video footage, created for the City to keep in house and on file. All creative products will be the sole property of the City – templates, fliers, logos, messaging and any further creative related to this project.
- The selected firm will provide guidance and resources on preparing targeted lists for direct economic development outreach by the City.
- The City reserves the right to negotiate and implement marketing efforts outside of the agreement with the firm that includes, but is not limited to the following:
  - Media Placement
  - Sponsorship
  - Production Services
- The selected firm will provide a written summary report of the firm's successes within thirty (30) days of conclusion of the Marketing Campaign Timeline.
- The selected firm will coordinate with existing research data to provide pre- and post-analyses and topics for primary marketing research, such as focus groups and surveys.
- If requested by the City, the selected firm will execute all contracts related to placement of media and any third parties associated with said marketing campaign. All such contracts shall be entered into as an independent contractor and not as an agent of or on behalf of the City. Other than industry standard discounts associated with a placement, any further discounts shall be passed to the City.

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- The City shall retain the right to audit the Contractor's financial records, regarding performance against the contract, to ensure that the City is receiving all appropriate discounts and rebates. At its discretion, the City may require the selected firm to submit a monthly or quarterly report detailing these transactions, discounts and rebates.

### **CONTRACT TERM:**

The period of the agreement awarded will be one (1) year with the option to renew for three (3) additional one (1) year periods by mutual agreement of the parties.

### **QUALIFICATIONS/ELIGIBILITY:**

The selected firm(s) should at minimum possess:

- Proven successful experience in providing similar services for municipal or governmental clients with the ability to provide case studies demonstrating proposers past projects.
- Extensive knowledge and experience in the area of economic development marketing and community branding
- Ability to provide metrics to demonstrate the impact/success of the marketing/branding strategy
- Ability to relay the City's strategic branding/messaging through strong creative that gets the attention of target markets
- Strong understanding of technology and the best ways to use technology to enhance a marketing program
- Experience successfully developing and integrating social media into marketing programs
- Ability to meet deadlines and make adjustments without disrupting the overall flow of the marketing program
- Experienced and qualified staff members assigned to account
- Strong familiarity with the City of Hollywood and its key industry sectors
- Excellent client references

### **SUBMISSION REQUIREMENTS:**

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope using the label provided in this document.

#### **PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:**

<b>RFP NO.</b>	<b>RFP-4479-14-RD</b> <b>Branding, Marketing and Public Relations Services</b>
<b>TO BE OPENED:</b>	<b>3:00 P.M., October 1, 2015</b>
<b>AND ADDRESSED TO:</b>	<b>CITY OF HOLLYWOOD</b> <b>OFFICE OF THE CITY CLERK</b> <b>2600 HOLLYWOOD BLVD., ROOM 221</b> <b>HOLLYWOOD, FLORIDA 33020</b>

**AN ORIGINAL, CLEARLY IDENTIFIED, AND SEVEN (7) COPIES AND ONE (1) ELECTRONIC COPY (CD) OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.**

It will be the sole responsibility of the Proposer to have his Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.



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**SUBMISSION REQUIREMENTS (CONTINUED)****The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.**

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

**FORMAT OF PROPOSAL:**

Proposal should provide the following information:

1. Title Page:
  - a. Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.
2. Table of Contents
  - a. Clearly identify the material by section and page number
3. RFP Checklist
4. Letter of Transmittal
  - a. Limit to one (1) or two (2) printed pages
  - b. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work
  - c. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers
5. Profile of Proposer: (NOTE: If you intend to subcontract some of the proposed work to another firm, information should be provided for each subcontractor/subconsultant.)
  - a. State whether your firm is national, regional or local
  - b. State the location of the office from which your work related to this proposal would be performed and the number of professional staff employees at this office
  - c. Describe your firm, including the size, range of activities, past performance and primary markets served
  - d. Provide the names and resumes of the individuals who will be assigned to this project and indicate the roles they will play in the project.
  - e. Provide a detailed description of comparable projects ongoing or completed in the past three (3) years by the proposer. Please include the client, a brief description of work and duration of project.
  - f. Provide an overview of how your firm will address the three phases outlined in this RFP:
    - i. Phase 1-Market Investigation
    - ii. Phase 2-Brand & Marketing Plan Development
    - iii. Phase 3-Creation & Placement of Advertising, Monitoring & Reporting
  - g. Describe the firm's creative approach to design and provide relevant work samples (proposer should include an overview of the creative process and how many concepts are presented to a client for review)
  - h. State the methodology the firm uses to measure the effectiveness of its marketing projects for clients
  - i. Have you been involved in litigation within the last three (3) years or is there any pending litigation related to your performance? Complete the Certification Regarding Debarment, Suspension and Other Responsibility Matters form.

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6. Cost Proposal
  - a. Provide your firm's proposed budget for undertaking this assignment. Proposal should provide a fixed-fee price breakdown for implementing each phase of the outlined Scope of Work within year one (1) of the agreement. Additionally, proposal should provide a fee schedule for branding and marketing services that would apply to any renewal periods under this agreement. Complete and return with the proposal, the Cost Proposal included as an Attachment.
7. Proposer References
  - a. Proposal should provide names, addresses, and phone numbers for a minimum of four (4) references that would be capable of explaining and confirming your firm's capacity to successfully complete the scope of services using the Reference Questionnaire.

**SOLICITATION SCHEDULE:**

- Issue RFP: Friday, August 28, 2015
- Non-Mandatory Pre-Proposal Conference: Thursday, September 10, 2015, 10:00 a.m.
- Last Day for Questions: Monday, September 14 by 5:00 p.m.
- Proposals Due: Thursday, October 1, 2015 at 3:00 p.m. (late proposals will not be accepted)
- Initial Review of Proposals by Evaluation Committee: Thursday, October 15, 2015
- Vendor Presentations to Evaluation Committee and Selection: TBD
- Presentation of Selection To Commission for Approval: TBD

**QUESTIONS/CLARIFICATIONS:**

**A Non-Mandatory Pre-Proposal Conference will be conducted by the Procurement Services Division on September 10, 2015 at 10:00 a.m., City of Hollywood City Hall, 2<sup>nd</sup> Floor, Room 215, 2600 Hollywood Boulevard, Hollywood, FL 33020.** This pre-proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposal. Attendance is recommended. Representatives from the Office of Public Affairs and Marketing and the Procurement Services Division will be present to discuss the project and answer questions.

To facilitate the clarification of requirements, proposer(s) are requested, if possible, to submit all questions in writing, via BidSync. All questions must be submitted by Monday, September 14, no later than 5:00 p.m.

**EVALUATION CRITERIA:**

Proposals will be evaluated using the criteria listed below to ascertain which proposal best meets the requirements of the City. The items to be considered during the evaluation and the associated point values are as follows:

- |                                                                                                                                                                 |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. Experience in successful marketing/branding campaigns as demonstrated in part by the results of similar projects/services provided for other similar clients | 0-25 points |
| 2. Qualifications as demonstrated by the qualifications of staff who will be assigned to the account and the firm's abilities to perform the scope of services  | 0-20 points |
| 3. Strategic Analysis and Creative Approach as demonstrated through examples of prior work, ability to show measurable results and creative use of technology   | 0-25 points |
| 4. Cost proposal as proposed for three phases in year one (1) and fee schedule for subsequent optional renewal periods                                          | 0-20 points |
| 5. Knowledge of the City and understanding of the overall marketing needs of the City                                                                           | 0-10 points |

**MAXIMUM TECHNICAL POINTS****100**

6. Local Preference

5 points

**MAXIMUM TOTAL POINTS****105**



City of Hollywood, Florida

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Solicitation #RFP-4479-15

**SELECTION PROCESS**

Evaluation of the Proposals will be performed by a committee selected by the City. The committee will evaluate the firms according to their Proposal. The initial scores will be tallied and maybe short listed if necessary to develop a list consisting of the firms receiving the highest point ratings. The committee may conduct discussions with proposer on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing proposers. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinance, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm.

**Issue Date: August 28, 2015****City of Hollywood, Florida****Solicitation #RFP-4479-15****HOLD HARMLESS AND INDEMNITY CLAUSE**

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**(Company Name and Authorized Representative's Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

---

SIGNATURE

---

PRINTED NAME

---

COMPANY OF NAME

---

DATE

**Failure to sign or changes to this page shall render your bid non-responsive.**

City of Hollywood, Florida

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**NONCOLLUSION AFFIDAVIT**

STATE OF: \_\_\_\_\_

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

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) \_\_\_\_\_  
Title**Failure to sign or changes to this page shall render your bid non-responsive.**

City of Hollywood, Florida

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

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

1. This form statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_ for \_\_\_\_\_  
(Print individual's name and title) (Print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.

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

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

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

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

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

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

\_\_\_\_\_ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

City of Hollywood, Florida

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

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

\_\_\_\_\_  
(Signature)

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

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

Or produced identification \_\_\_\_\_ Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ my commission expires \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

**Failure to sign or changes to this page shall render your bid non-responsive.**

**Issue Date: August 28, 2015**

City of Hollywood, Florida

**Solicitation #RFP-4479-15****CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

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Application Number and/or Project Name:

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Applicant IRS/Vendor Number: \_\_\_\_\_

Type/Print Name and Title of Authorized Representative:

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

**Failure to sign or changes to this page shall render your bid non-responsive.**

City of Hollywood, Florida

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**DRUG-FREE WORKPLACE PROGRAM**

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

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

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

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VENDOR'S SIGNATURE

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PRINTED NAME

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NAME OF COMPANY

City of Hollywood, Florida

Issue Date: August 28, 2015

Solicitation #RFP-4479-15

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

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

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

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

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

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

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

---

SIGNATURE

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PRINTED NAME

---

NAME OF COMPANY

---

TITLE

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



**Issue Date: August 28, 2015**

**City of Hollywood, Florida**

**Solicitation #RFP-4479-15**

## REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: \_\_\_\_\_

Firm giving Reference: \_\_\_\_\_

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

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

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

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

1. **Q:** What was the dollar value of the contract?

**A:**

2. Have there been any change orders, and if so, how many?

**A:**

3. **Q:** Did they perform on a timely basis as required by the agreement?

**A:**

4. **Q:** Was the project manager easy to get in contact with?

**A:**

5. **Q:** Would you use them again?

**A:**

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

**A:**      ☐ **5** *Excellent*    ☐ **4** *Good*    ☐ **3** *Fair*    ☐ **2** *Poor*    ☐ **1** *Unacceptable*

7. **Q:** Is there anything else we should know, that we have not asked?

**A:**

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

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

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

City of Hollywood, Florida  
**REQUEST FOR PROPOSAL FOR BRANDING AND MARKETING SERVICES**  
**COST PROPOSAL FORM**

Bid RFP-4479-15-RD

This will be a firm; fixed price contract for year one (1) and the Scope of Work to be completed by Contractor as defined in this Request for Proposal consists of specific tasks. Compensation for the work tasks stated herein shall be in accordance with the following Cost Proposal:

**COST FOR YEAR ONE (1) OF THE AGREEMENT**

**TASK 1**

Task(s) to be completed: **Market Investigation**

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completion Time: \_\_\_\_\_

Compensation for **TASK 1**: \$ \_\_\_\_\_

**TASK 2**

Task(s) to be completed: **Brand Development & Marketing Plan**

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completion Time: \_\_\_\_\_

Compensation for **TASK 2**: \$ \_\_\_\_\_

**TASK 3**

Task(s) to be completed: **Creation & Placement of Advertising, Monitoring & Reporting**

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completion Time: \_\_\_\_\_

Compensation for **TASK 3**: \$ \_\_\_\_\_

TOTAL FOR YEAR ONE (1) \_\_\_\_\_

**FEE SCHEDULE FOR OPTIONAL RENEWAL PERIODS**

Provide a fee schedule for branding, marketing and public relations services that would apply to any renewal periods under this agreement which includes the hourly billing rates the proposer will charge the City for each member of the firm working on this agreement. (Please see section 1.70 of the General Terms and Conditions.)

**(SAMPLE AGREEMENT)****CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to do business in the State of Florida, whose principal office is located at \_\_\_\_\_, whose Federal I.D.number is \_\_\_\_\_ (hereinafter referred to as "CONSULTANT").

WHEREAS, \_\_\_\_\_;  
and

WHEREAS, \_\_\_\_\_;  
and

WHEREAS, CONSULTANT specializes in consulting services in the area of \_\_\_\_\_; and

WHEREAS, the City requires the expertise of CONSULTANT for \_\_\_\_\_; and

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CONSULTANT hereby agree as follows:

**ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for police assessment and training which is attached hereto and incorporated herein by reference as Exhibit "A".

The CONSULTANT'S Representative shall be \_\_\_\_\_

Telephone No.: \_\_\_\_\_

The City's Representative shall be \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

**ARTICLE 2 – SCHEDULE/TERM**

The CONSULTANT shall commence services upon receipt of the executed contract and complete all services by \_\_\_\_\_, 20\_\_\_\_.

### ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall not exceed a total contract amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ (\$\_\_\_\_\_). For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The CONSULTANT shall notify the City's Representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the City on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. All invoices submitted to the City must be itemized to indicate the number of hours incurred by each category of personnel. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.
- B. Invoices received by the City from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the City Representative's approval, provided however, that the City will retain ten (10) percent of each monthly payment as security for final contract completion. In addition to detailed invoices, upon request of the City's Representative, CONSULTANT will provide City with detailed periodic Status Reports on the project.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the City. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

### ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service. Should the CITY determine that said rates and costs were significantly increased due to

incomplete, non current or inaccurate representation, then said rates shall be adjusted accordingly.

## **ARTICLE 5 - TERMINATION**

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. Ten (\$10.00) Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully

qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## **ARTICLE 7 - SUBCONTRACTING**

CONSULTANT shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

## **ARTICLE 8 - FEDERAL AND STATE TAX**

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the CONSULTANT authorized to use the City's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

## **ARTICLE 9 - AVAILABILITY OF FUNDS**

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY \_\_\_\_ Operating Budget for this contract.

## **ARTICLE 10 - INSURANCE REQUIREMENTS**

The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written

notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

## **REQUIRED INSURANCE**

### **1. Commercial General Liability**

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

#### **A. Single Limit Bodily Injury & Property Damage**

1. General Aggregate	\$1,000,000
2. Products-Comp/Op Aggregate	\$ 500,000
3. Personal and Advertising Injury	\$ 500,000
4. Each Occurrence	\$ 500,000
5. Fire Damage	\$ 50,000

### **2. Professional Liability**

Professional Liability with limits not less than \$500,000 per Occurrence/\$1,000,000 Aggregate. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

CONSULTANT shall notify the CITY Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

### **.3. Worker's Compensation Insurance**

Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his Subcontractors shall



maintain during the life of this Contract Employer's Liability Insurance. The following must be maintained.

- |    |                       |           |
|----|-----------------------|-----------|
| A. | Workers' Compensation | \$100,000 |
| B. | Employer's Liability  | \$500,000 |

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

## **ARTICLE 11 - INDEMNIFICATION**

The CONSULTANT shall indemnify, defend and hold harmless the CITY, its officials, appointed officers, agents and employee, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including, but not limited to attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Agreement and any Project Agreement. These provisions shall survive the expiration or earlier termination of this Contract. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. CONSULTANT acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed to affect, in any way, the CITY's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes §768.28.

## **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

## **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the City shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - DEBT**

The CONSULTANT shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## **ARTICLE 18 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

## **ARTICLE 19 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

## **ARTICLE 20 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **ARTICLE 21 - INTERPRETATION**

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The City and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## **ARTICLE 25 - MODIFICATION OF SCOPE OF WORK**

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the City's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in excess of \$25,000 it must also first be approved by the CITY Commission and signed by the appropriate City Official authorized by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

## **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
2600 Hollywood Blvd., Rm. \_\_\_\_  
Hollywood, FL. 33020

and if sent to the CONSULTANT shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ARTICLE 27 – OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

**Contract for Professional/Consulting Services with \_\_\_\_\_**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

City of Hollywood, a municipal  
Corporation of the State of Florida\_\_\_\_\_  
Patricia A. Cerny, MMC  
City ClerkBy: \_\_\_\_\_  
Wazir Ishmael, Ph.D.  
City ManagerApproved as to form & legality for the  
use and reliance of the City of Hollywood,  
Florida, only.Approved by: \_\_\_\_\_  
Matt Lalla, Director of  
Financial Services\_\_\_\_\_  
Jeffrey P. Sheffel  
City Attorney**AS TO CONSULTANT**

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary\_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit "A"**  
**Scope of Services**

**YOU WILL NEED TO INSERT THE CONSULTANT'S SCOPE OF WORK  
(DEPENDENT ON THE TYPE OF SERVICE THE CITY ATTORNEY'S OFFICE NEEDS  
TO INSERT AND PARAGRAPH RELATING TO THE CONSULTANT APPEARING IN  
COURT FOR TESTIMONY).**



## Question and Answers for Bid #RFP-4479-15-RD - Branding, Marketing and Public Relations Services

### Overall Bid Questions

#### Question 1

Is this RFP in addition to or replacing Media Buying Services #RFP-4463-15-RL?

There is no budget included in the RFP. (Submitted: Sep 3, 2015 5:02:04 PM EDT)

#### Answer

- This RFP is separate from the Media Buying Services. #RFP-4463-15-RL which will be managed by the Hollywood Community Redevelopment Agency and will focus heavily on tourism marketing and advertising. This RFP is being issued by the City and will be managed by the City's Office of Public Affairs and Marketing. It includes a full spectrum of services including branding, creative development, public relations and advertising with a focus on economic development. The budget for the media buy proposed in phase three of the RFP has not been established, \$325,000 has been requested. (Answered: Sep 17, 2015 11:34:39 AM EDT)

#### Question 2

What are the budget guidelines for each of the three phases? (Submitted: Sep 11, 2015 9:59:44 AM EDT)

#### Answer

- The current overall available budget for agency services during the first year of this contract is approximately \$100,000. The proposing agency is asked to assess the services it feels will be required to fulfill each phase of the project and provide pricing as such. The City anticipates some items that may need to be acquired to fulfill each phase of the project (i.e. the printing of materials, acquisition of photographic images and video, purchase of collateral/promotional items) will be paid separately by the City. (Answered: Sep 17, 2015 11:34:39 AM EDT)

#### Question 3

Can you indicate your priority audiences? (Or is it a fair presumption that the agency focus on regional/economic development stakeholders vs. leisure audiences in our response?) (Submitted: Sep 11, 2015 10:10:38 AM EDT)

#### Answer

- The priority audiences are identified in the RFP under "Targeted Audiences". The first four, which are focused on economic development goals such as business attraction, expansion and retention, are the City's priority with this RFP. (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 4

Can you indicate your priority applications (e.g., in-region, out-of-region)? (Submitted: Sep 11, 2015 10:11:12 AM EDT)

#### Answer

- In phase 1 of the project, the City is seeking to work with the selected agency to identify the best opportunities for the City to achieve its marketing objectives. (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 5

Can you elaborate on the public investments you mention in the RFP? (Submitted: Sep 11, 2015 10:11:31 AM EDT)

#### Answer

- The City is working to improve the appearance and function of several primary commercial corridors in the City such as Federal Highway, Dixie Highway, US 441/State Road 7 through improvements to landscaping, streetscape (decorative lights/benches/bus shelters/planter boxes), the addition of bike lanes and changes to zoning that will encourage redevelopment. Some of these improvements are currently underway (US 441/State Rd 7) others are in various stages of planning and funding, but are anticipated to be completed in the next 3 to 7 years. On Hollywood Beach, the Community Redevelopment Agency is funding the undergrounding of utility lines and the implementation of a decorative streetscape on all of the streets leading to Hollywood's historic oceanfront Boardwalk which underwent a complete renovation in 2006. (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 6

Can you elaborate on your expectations around "creative use of technology" in the agency response? (Submitted: Sep 11, 2015 10:11:54 AM EDT)

#### Answer

- The City seeks to work with a firm that is well-versed in the latest technologies to achieve its marketing objectives recognizing that consumers spend more time on mobiles, tablets and laptops than ever before. The selected agency should be able to propose ways to connect with target audiences in real time and create campaigns that work across social media, display advertising and e-commerce as needed. (Answered: Sep 17, 2015 11:34:40 AM EDT)

EDT)

#### Question 7

How do you foresee approvals being handled regarding the brand work? (Submitted: Sep 11, 2015 10:13:02 AM EDT)

#### Answer

- The selected agency will provide concepts to the project manager (City's Director of Public Affairs and Marketing) who will work with the City Manager/Assistant City Manager of Sustainable Development/and other members of the Economic Development team to make final decisions. City Commission members will be briefed and provide input during the development process with final brand identity to be developed by staff and presented to the City Commission as a non-voting item. (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 8

What is the makeup of the team that would handle daily interface and direction with the agency? (Submitted: Sep 11, 2015 10:13:32 AM EDT)

#### Answer

- Project Manager: Raelin Storey, Director of Public Affairs and Marketing; Assistant Project Manager: Joann Hussey, Public Information Manager. (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 9

Will you accept an electronic copy on a USB drive instead of a CD? (Submitted: Sep 11, 2015 10:16:52 AM EDT)

#### Answer

- The City will accept an electronic copy on a USB drive or CD(s). (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 10

Are respondents supposed to solicit current clients to complete a reference form, and then include in the written response, or are client references supposed to submit the reference form directly to City of Hollywood Procurement? If clients must submit directly to procurement, who should they address their questionnaires to? (Submitted: Sep 11, 2015 10:23:41 AM EDT)

#### Answer

- Respondents should solicit current clients to complete the reference form and provide the completed form as part of their written proposal. The City reserves the right to check all references provided. (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 11

Please confirm that there is no RFP checklist. (Submitted: Sep 11, 2015 10:26:51 AM EDT)

#### Answer

- There is no RFP checklist. Respondents should make sure all forms are signed and follow the Format of the Proposal contained in the RFP. (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 12

Where should all required forms be placed in our response? Prior to the title page, after Section 7, proposal references, or somewhere else? (Submitted: Sep 11, 2015 10:31:25 AM EDT)

#### Answer

- After the references at the end of the submission. (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 13

The submittal format:

One manually signed original

Seven copies - Can they have an electronic signature?

One electronic copy - Can it be submitted on a USB instead of CD? (Submitted: Sep 14, 2015 10:58:48 AM EDT)

#### Answer

- Yes, electronic signatures on the seven copies are acceptable. See Question 9 on USB. (Answered: Sep 17, 2015 11:34:40 AM EDT)

#### Question 14

Regarding the Cost Proposal:

Can we create a tab labeled "Cost Proposal" in our response or does the cost proposal have to be included in the section with the other required forms labeled as "Attachments" or "Required Forms?"

Can the Required forms and the Cost Proposal all be included in the same response or do they need to be submitted separately? (Submitted: Sep 14, 2015 11:01:48 AM EDT)

#### Answer

- The Cost Proposal can be included as a tab, but firms are required to use the Cost Proposal attachment form. Respondents do not need to include this form more than once. Please note that a schedule of agency fees for branding, marketing, creative services that would apply to any renewal periods is also required. (Answered: Sep 17,

2015 11:34:40 AM EDT)

**Question 15**

Does the city anticipate that if the agency places media on the City's behalf, the agency will also accept the billing on behalf of the city? Most agencies prefer the City (their clients) be billed net direct from the publisher or publication. What is the City of Hollywood's position on that? (Submitted: Sep 14, 2015 3:03:37 PM EDT)

**Answer**

- The City anticipates it will pay separately for all media placed on the City's behalf in accordance with an approved media plan. The agency would be expected to work with the City to answer invoicing questions, monitor the media buy and assure compliance. (Answered: Sep 17, 2015 11:34:40 AM EDT)

**Question 16**

Since there is no advertising budget as of yet, can placement fees be presented in terms of a percentage of the budget? Task 3 asks for compensation on the "creation & placement," however; that is difficult to ascertain if we don't have a media spend. If we do have a spend amount, could you please share that with us? (Submitted: Sep 14, 2015 3:05:53 PM EDT)

**Answer**

- Proposers should provide fixed pricing on creative development and then separately express the fees related specifically to the media buy as a percentage of the projected net media budget. Please use this format: Media Buyer Services offered to the City: \_\_\_\_\_ % (15% Maximum). Agency should use \$275,000 as an approximate media spend for guidance. The total cost for phase three would then be made up of the fixed price on creative and the proposed percentage of the net media buy. (Answered: Sep 17, 2015 11:34:40 AM EDT)

**Question 17**

Under the "Format of Proposal" list, item #7 Proposer References (page 32) it states to provide references for a minimum of 4 using the Reference Questionnaire form provided. This contradicts the information provided at the top of the Reference Questionnaire form (page 41) which states to provide a minimum of 3. Please confirm the required minimum number of references to provide. (Submitted: Sep 14, 2015 3:57:11 PM EDT)

**Answer**

- The required number of references is three, but more may be provided. (Answered: Sep 17, 2015 11:34:40 AM EDT)

**Question 18**

Under "Evaluation Criteria" (page 32), item #6 Local Preference indicates a value of 5 points - please clarify what constitutes "Local Preference" (i.e. City of Hollywood or Broward County or ?). (Submitted: Sep 14, 2015 4:26:39 PM EDT)

**Answer**

- In the City of Hollywood Code of Ordinances, Section 38.50 (A) reads as follows:

§ 38.50 PREFERENCES FOR LOCAL BIDDERS.

(A) For the purpose of this section, unless the context clearly indicates or requires a different meaning, "local Hollywood vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business must be the primary place of business of the entity and may not be a post office box or a personal residence. The business must actually distribute goods or services from the permanent place of business. The business must have a current local business tax receipt from the City of Hollywood and must not be publicly traded. (Answered: Sep 17, 2015 11:34:40 AM EDT)