

Solicitation RFQ-4702-22-GJ

Energy Performance Contracting

Bid Designation: Public



City of Hollywood, Florida

Bid RFQ-4702-22-GJ

Energy Performance Contracting

Bid Number **RFQ-4702-22-GJ**
 Bid Title **Energy Performance Contracting**

Bid Start Date **Nov 4, 2021 3:59:09 PM EDT**
 Bid End Date **Jan 13, 2022 3:00:00 PM EST**
 Question & Answer End Date **Dec 16, 2021 5:30:00 PM EST**

Bid Contact **Ginah Joseph**
Senior Purchasing Agent
Procurement
Gijoseph@hollywoodfl.org

Pre-Bid Conference **Nov 15, 2021 11:00:00 AM EST**
Attendance is optional
Location: A virtual pre-proposal meeting is scheduled for this solicitation on 11/15/2021 @ 11am ET, which will be accessible at that date and time via this link: [https://cohfl.webex.com/cohfl/j.php?MTID=m5d43c5b4acec395a82d3b22ef41d9a78](https://cohfl.webex.com/cohfl/j.php?https://cohfl.webex.com/cohfl/j.php?MTID=m5d43c5b4acec395a82d3b22ef41d9a78).

The pre-proposal meeting is not mandatory but highly recommended.

Addendum # 1

Previous End Date	Dec 16, 2021 3:00:00 PM EST	New End Date	Jan 13, 2022 3:00:00 PM EST
Previous Q & A End Date	Dec 9, 2021 5:30:00 PM EST	New Q & A End Date	Dec 16, 2021 5:30:00 PM EST

Changes were made to the following items:
 Energy Performance Contracting

Description

Pursuant to F.S., Sections 287.055 (Consultants' Competitive Negotiation Act) and 489.145 (Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act), the City is soliciting qualifications and proposals from one or more qualified and experienced ESCs or Proposers capable of performing investment grade energy performance audits and comprehensive energy management and energy-related capital improvement services for various City buildings, structures, lighting and facilities for the City's Energy Performance Program, and on an as needed basis, financed through guaranteed costs savings achieved from the improvements.

The selected ESC(s) will enter into a contract(s) to provide investment-grade energy performance audits for the facilities/sites listed in the table below and provide comprehensive energy efficiency and guaranteed savings improvements/reports. City streetlights are to be included within this project, which include 2,790 streetlights within the City limits. Upon review and acceptance by the City, the City may negotiate a Guaranteed Energy Performance contract with the ESC(s) for the proposed energy-saving improvements, and which may provide financing of the energy-saving capital improvements.

Pre-Proposal Meeting

A virtual pre-proposal meeting is scheduled for this solicitation on **11/15/2021 @ 11am ET**, which will be accessible at that date and time via this link: <https://cohfl.webex.com/cohfl/j.php?MTID=m5d43c5b4acec395a82d3b22ef41d9a78>. The pre-proposal meeting is not mandatory but

highly recommended.

Join by meeting number

Meeting number (access code): 2632 461 1285

Meeting password: H62QyB9qUrP

Tap to join from a mobile device (attendees only)

+1-408-418-9388,,26324611285## United States Toll

Join by phone

+1-408-418-9388 United States Toll

Global call-in numbers | Toll-free calling restrictions

Join from a video system or application

Dial 26324611285@cohfl.webex.com

You can also dial 173.243.2.68 and enter your meeting number

Added on Dec 2, 2021:**Notice of Sites Visit for City Hall, City Hall Annex Building and Wastewater Treatment Plant**

When: Monday December 13, 2021 at 9:00 AM

Meet at:

Hollywood Police Department

3250 Hollywood Blvd.

Hollywood, FL 33021

Questions/Answers now ends **12/16/21**

Solicitation Due Date now ends **1/13/22**

All other terms and conditions remain unchanged.

Addendum # 1



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-4702-22-GJ

ENERGY PERFORMANCE CONTRACTING

FOR

CITYWIDE USE WITHIN THE CITY OF HOLLYWOOD

RFQ Issue Date:	11/4/2021
Virtual Pre-Proposal Meeting:	11/15/2021 @ 11am ET
Last Day for Questions:	12/9/2021
Responses Due/Opening Date:	12/16/2021 @ 3pm ET
Selection Committee Evaluation:	1/13/2022
Oral Presentations/Final Ranking:	1/27/2022
Approval to Negotiate Contract:	3/2022

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

Bidder/Respondent's Authorized Representative's Signature: _____ Date

Type or Print Name: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/RESPONDENT 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/RESPONDENT 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 FROM THE AWARD PROCESS

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



Solicitation Name: Energy Performance Contracting

Solicitation Number: RFQ-4702-22-GJ

Solicitation Due Date: 12/16/2021

Firm Name/Address: _____

Return to:

City of Hollywood, Florida

c/o: Office of City Clerk

2600 Hollywood Blvd., Rm#: 221

Hollywood, Florida 33020

RESPONSE MUST INCLUDE:

One original

Six copies

One complete electronic copy (USB)

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 Respondents 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/responder. 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.

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, during the period in which a formal solicitation is open, between vendors and vendor's representatives and City elected officials, management, staff, and non-employees appointed to evaluate or recommend selection.

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, or City Attorney or 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 that ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F](#).

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

Section I – Introduction and Information

1.1 INTENT:

Pursuant to Florida Statutes (F.S.), Sections 287.055 (Consultants' Competitive Negotiation Act) and 489.145 (Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act), the City of Hollywood ("City") is soliciting qualifications and proposals from one or more qualified and experienced Energy Service Companies ("ESCs" or "Proposers") capable of performing investment grade energy performance audits and comprehensive energy management and energy-related capital improvement services for various City buildings, structures, lighting and facilities for the City's Energy Performance Program, and on an as needed basis, financed through guaranteed costs savings achieved from the improvements.

1.2 Purpose

To obtain qualified, experienced, and licensed firm(s) to provide investment grade energy performance audits and improvements subject to the requirements of the Consultants' Competitive Negotiation Act (CCNA) and Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act. Those firms who are interested in submitting a Statement of Qualifications ("SOQ") in response to this Request for Qualifications ("RFQ") shall comply with Section IV – Submittal Requirements.

1.3 Submission Deadline

Sealed responses shall be delivered to the City Clerk's Office, Room 221, during the City's normal business hours in a sealed envelope and addressed to Office of Procurement Services, 2600 Hollywood Boulevard, Hollywood, FL 33020 (City Hall) no later than the date and time indicated, at which time and place the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m. excluding holidays observed by the City.

1.4 Information and Clarification

For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question / answer feature provided by BidSync. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (see addendum section of BidSync Site). No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of an SOQ will be considered evidence that the Respondent has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

1.5 Pre-Proposal Meeting

A virtual pre-proposal meeting is scheduled for this solicitation on **11/15/2021 @ 11am ET**, which will be accessible at that date and time via this link: <https://cohfl.webex.com/cohfl/j.php?MTID=m5d43c5b4acec395a82d3b22ef41d9a78>. The pre-proposal meeting is not mandatory but highly recommended.

1.6 BIDSYNC

The City uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BIDSYNC. Respondents are strongly encouraged to read the various vendor Guides and Tutorials

available in BIDSYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for a Respondent's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

1.7 Point of Contact

City of Hollywood
Ginah Joseph, Senior Purchasing Agent
2600 Hollywood Boulevard
Hollywood, FL 33020
E-mail: gijoseph@hollywoodfl.org

Section II – Special Terms and Conditions

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the City utilizing the question / answer feature provided by BIDSYNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this RFQ. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer ("Q & A") deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services will be answered within the question / answer feature provided by BIDSYNC and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BIDSYNC as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each firm to read and comprehend all addenda issued.

2.1.1 The proposed contract shall be for a single contract in accordance with Florida Statute 287.055, "Consultants' Competitive Negotiation Act." The award of a contract does not guarantee that work will be assigned in any given fiscal year. Work will be assigned based on availability and the corresponding expertise of the Respondent to perform the work. This is a non-continuing contract.

2.1.2 Before the award of a contract, the Respondent may be required to demonstrate their capacity, ability, and financial resources, to provide the services specified herein in a quality manner, and may also be required to show past history and references that will enable the City to articulate their qualifications. Failure to qualify according to the requirements in the solicitation may result in disqualification of your submittal.

2.2 Changes and Alterations

The Respondent may change or withdraw a SOQ at any time prior to SOQ submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the SOQ deadline.

2.3 Respondents' Costs

The City shall not be liable for any costs incurred by Respondents in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes, Discrepancies, Errors and Omissions

The Respondent shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the Respondent has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Respondent from liability and obligations under the Contract. Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will not be responsible for any oral instructions, clarifications, or other communications.

2.4.1 The Respondent shall, at all times, indemnify, hold harmless, and defend the City, its agents, servants, and employees from and against any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Respondent, its agents, servants, or employees.

2.4.2 The Respondent shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Respondent, its agents, servants, or employees. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

2.4.3. Nothing in the RFQ shall be deemed to affect the rights, privileges, or immunities of the City under the doctrine of sovereign immunity or as set forth in Section 768.28 of the Florida Statutes.

2.5 Acceptance of Responses / Minor Irregularities

2.5.1 The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not give a respondent an advantage or benefit not enjoyed by other Respondents, does not adversely impact the interests of other firms, and does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

2.5.2 The City reserves the right to disqualify a Respondent during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Respondent.

2.6 Responsiveness

In order to be considered responsive to this RFQ, the firm's response shall fully conform in all material respects to the RFQ and all of its requirements, including all form and substance.

2.7 Responsibility

In order to be considered as a responsible firm, the firm shall be fully capable to meet all of the requirements of the RFQ and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.8 Minimum Qualifications

The Proposer shall be a guaranteed energy, water and/or wastewater performance savings Contractor that is licensed under all applicable regulations, including Chapters 471, 481 and/or 489, F.S., and is experienced in the analysis, design, implementation or installation of energy, water and/or wastewater efficiencies and conservation measures through energy performance contracts.

2.8.1 The Proposer must have experience conducting and documenting investment grade energy audits and implementing approved energy savings recommendations for various government buildings of at least 10,000 square feet in size.

2.8.2 Proposers must provide three (3) verifiable references using the Vendor Reference Verification Form provided. Failure to submit requested references, using the form provided, at the time of submittal, may result in the proposal being declared non-responsive.

2.9 Contract Term

The initial contract term shall commence upon final execution of a contract by the City and shall continue for up to twenty (20) years from the execution date. The City reserves the right to extend the contract for up to an additional twenty (20) year period, providing all terms, conditions and

specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The City reserves the right to award the contract in any combination it determines to be in the best interest of the City.

2.10 Conflict of Interests Prohibited

Any Respondent submitting a response to this solicitation is responsible for being aware of, and complying with Section 34.02 of the City Code that may be obtained from the City Clerk's Office on the 3rd floor of City Hall, 2600 Hollywood Blvd, Hollywood, FL, or may be viewed on the City's website at <http://www.hollywoodfl.org>. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood City Clerk's Office at 954-921-3211.

2.11 Protest Procedure

2.11.1 Any Respondent or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement code or any applicable law may protest to the Chief Procurement Officer ("CPO"), by delivering a letter of protest to the CPO in accordance with Section 38.52 of the City's Procurement Code within five days after a notice of intent to award is posted on the City's web site, City Clerk's Office, Open Government, Sunshine Board. <https://www.hollywoodfl.org/Archive.aspx?AMID=140>

2.11.2 Section 38.52 of the Procurement Code may be obtained by requesting a copy of the recently adopted Procurement Code from the CPO.

2.12 Sub-Respondents

2.12.1 A Sub-Respondent is an individual or firm contracted by the Respondent or the Respondent's firm to assist in the performance of services required under this RFQ. A sub-Respondent shall be paid through Respondent or Respondent's firm and not paid directly by the City. Sub-respondents are permitted by the City in the performance of the services pursuant to the contract. The Respondent must clearly reflect in its SOQ the major sub-respondent(s) to be utilized in the performance of required services. The City retains the right to accept or reject any sub-respondent proposed in the response of the successful Respondent or prior to contract execution. Any and all liabilities regarding the use of a Sub-Respondent shall be borne solely by the successful Respondent and insurance for each sub-respondent must be maintained in good standing and approved by the City throughout the duration of the contract. Neither the successful Respondent nor any of its sub-respondents are considered to be employees or agents of the City. Failure to list all sub-respondents and provide the required information may disqualify any proposed sub-respondent from performing work under this RFQ.

2.12.2 Respondents shall include in their responses the requested sub-respondent information and include all relevant information required of the Respondent. In addition, within five working days after the identification of the award to the successful Respondent, the Respondent shall provide a list confirming the sub-respondent(s) that the successful Respondent intends to utilize in doing the work and the Contract will include the sub-respondents, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each sub-respondent, the services sub-respondent will provide relative to any contract that may result from this RFQ, any applicable licenses, insurance, references, ownership, and other information required of Respondent.

2.13 Insurance Requirements

- 2.13.1** Respondent will be required and shall require all of its sub-respondents and sub-contractors to provide, pay for, and maintain in force at all times during the term of the contract, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance, along with required endorsements, as stated below and as set forth in the executed contract after the Respondent has been awarded the contract.
- 2.13.2** Upon the City's notification, the Respondent shall furnish to the Office of Procurement Services and Contract Compliance Certificates of Insurance and required endorsements that indicate that insurance coverage has been obtained that satisfies the requirements outlined below.
- a. Workers' Compensation Insurance for all employees of the respondent as required by Florida Statutes Chapter 440. Should the respondent be exempt from this statute, the respondent and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt respondent 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 the Contract, or (ii) a copy of a Certificate of Exemption.
 - b. Sub-respondents not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the City's Risk Manager. Sub-respondents eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the City's Risk Manager on a task order by task order basis. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage.
 - 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 Respondent shall provide the Risk Manager of the City an original certificate of insurance and required endorsements for policies required by this section and the executed contract. All certificates shall state that the City shall be given 30 days prior to cancellation or modification of any stipulated coverage. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Respondent to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City; (2) state the effective and expiration dates of the policies; and (3) include special endorsements where necessary. Such policies provided under this section and in the executed contract shall not be affected by any other policy of insurance that the City may carry in its own name.
 - e. Respondent shall, as a condition precedent of the execution of the contract, furnish to the City of Hollywood, c/o Office of Procurement Services, 2600 Hollywood Blvd, Room 303, Hollywood, FL 33020, certificate(s) of insurance and endorsements upon execution

of the Contract indicating that insurance coverage has been obtained that meets the requirements as outlined below:

Commercial General Liability

i. Limits of Liability:

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

ii. Endorsements Required:

City of Hollywood included as an Additional Insured
Employees included as insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors

Automobile business

i. Limits of Liability:

Bodily Injury and Property Damage Liability	
Combined Single Limit	\$1,000,000
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	

ii. Endorsements Required:

Waiver of Subrogation
City of Hollywood included as an Additional Insured

Workers' Compensation

Limits of Liability: Statutory-State of Florida
Waiver of Subrogation

Prior to the commencement of work governed by this contract, the Consultant shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Consultant shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limit
\$500,000 Bodily Injury by Disease, each employee

Professional Liability/Errors and Omissions Coverage

Combined Single Limit
Each Claim \$1,000,000
General Aggregate Limit \$2,000,000
Deductible not to exceed \$100,000
Must be in effect for at least five years after Project completion

2.13.3 The above insurance requirements are only required to be carried by the Respondent during the term of the contract, except for Professional Liability/Errors and Omissions insurance that must be in effect for at least five years after project completion.

2.13.4 The City is required to be named as additional insured under the Commercial General Liability insurance policy and commercial auto. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals that most nearly reflect the operations of the Respondent. Any exclusions or provisions in the insurance maintained by the Respondent that precludes coverage for the work contemplated in a contract shall be deemed unacceptable, and shall be considered a breach of contract.

2.13.5 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of A. M. Best's Key Rating Insurance Guide that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligation under this section or under any other section of this RFQ or the terms and conditions of the contract.

Note: The City reserves the right to require any other insurance it deems necessary depending on the exposure. The City contract number must appear on each certificate.

2.13.6 The Respondent shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contract. If insurance certificates are scheduled to expire during the contractual period, the Respondent shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of 30 calendar days in advance of such expiration.

2.14 Contract

Upon the City Commission ranking the firms and authorizing the appropriate City Officials to negotiate with the highest ranked firm, the negotiated contract will be brought back to the City Commission for approval.

2.15 Award of Contract

A contract will be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Respondent that is determined to be in the City's best interests. The draft contract is attached to this RFQ. The City reserves the right to award a contract to more than one Respondent as is in the City's best interest.

2.16 Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate the Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

2.17 Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information and to sign-up for ACH payments via the supplier portal. New suppliers will be required to register, current suppliers, will need to confirm and update their information.

Firms are responsible for ensuring all contact, payment, and general information is updated at all times and will not hold the City liable for any inaccurate information.

2.18 DEBARRED OR SUSPENDED BIDDERS OR RESPONDENTS

The bidder or Respondent certifies, by submission of a response to this RFQ, that neither it nor its principals and sub-respondents are presently debarred or suspended by any federal department or agency.

2.19 A. PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:

All responses will become the property of the City. The Respondent's response to the RFQ is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119, Florida Statutes.

Any language contained in the Respondent's response to the RFP purporting to require confidentiality of any portion of the Respondent's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Respondent submits any documents or other information to the City that the Respondent claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Respondent shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Respondent must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Respondent's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

B. PUBLIC RECORDS GENERAL

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Respondent shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Respondent or keep and maintain public records required by the City to perform the service. If the Respondent transfers all public records to the City upon completion of this Contract, the Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Respondent keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.20 Unauthorized Work

The Successful Respondent shall not begin work until a contract has been awarded by the City Commission and the contract has been executed. Respondent agrees and understands that the issuance of an Authorization to Proceed shall be issued and provided to the Respondent following the execution of a contract.

2.21 Prohibition Against Contingent Fees

The Respondent warrants that he, she or it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure a contract pursuant to this competitive solicitation and that he, she or it has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or

other consideration contingent upon or resulting from an award or making of a contract pursuant to this competitive solicitation.

For breach or violation of this warranty, the City shall have the right to annul/terminate the contract without liability or at its discretion to deduct the full amount of such fee, commission, percentage, gift or contingent fee from any fees due the A/E firm. This solicitation and prohibitions against contingent fees is issued in accordance with Section 287.055, Florida Statutes.

2.22 Indemnity/Hold Harmless Agreement

The Respondent agrees to protect, defend, indemnify, and hold harmless the City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Respondent under the terms of any contract that may arise due from this RFQ and the bidding process.

Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

Section III - Scope of Services

3.1 Purpose

Pursuant to F.S., Sections 287.055 (Consultants' Competitive Negotiation Act) and 489.145 (Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act), the City is soliciting qualifications and proposals from one or more qualified and experienced ESCs or Proposers capable of performing investment grade energy performance audits and comprehensive energy management and energy-related capital improvement services for various City buildings, structures, lighting and facilities for the City's Energy Performance Program, and on an as needed basis, financed through guaranteed costs savings achieved from the improvements.

The selected ESC(s) will enter into a contract(s) to provide investment-grade energy performance audits for the facilities/sites listed in the table below and provide comprehensive energy efficiency and guaranteed savings improvements/reports. City streetlights are to be included within this project, which include 2,790 streetlights within the City limits. Upon review and acceptance by the City, the City may negotiate a Guaranteed Energy Performance contract with the ESC(s) for the proposed energy-saving improvements, and which may provide financing of the energy-saving capital improvements. The ESC:

- Must provide examples where they have reviewed applicable FPL utility rate structure applied at each facility as part of an investment-grade review.
- Must provide a guarantee that annual energy cost savings will meet or exceed the amortized costs of the energy-saving capital improvements. Improvements must result in a guaranteed minimum energy savings with payment to the ESC for services linked to the verified achievement of project savings.
- Should provide examples of methodology for tracking and verifying energy/water/cost savings.
- Should provide examples of repayment schedules and structure if the guaranteed savings are not met in any given year.
- Should provide examples of how costs are recovered or charged for initial energy audits.
- Should provide examples of what areas are covered or reviewed in an investment grade audit for water and energy uses.

The ESC will be expected to structure one or more projects that will save the most energy and/or water consumption, upgrade energy-related capital equipment, improve building operation and maintenance, save costs, improve demand management, and/or aid in meeting the City's environmental management responsibilities and reducing the City's carbon footprint. Additionally, the ESC will be required to provide all mandatory reporting to the Department of Energy and other sources as applicable.

The City does not guarantee a minimum number, size or scope of projects for any selected ESC. The City reserves the right to not enter into any proposed Guaranteed Energy Performance contract or to reduce the scope of improvements under any such contract.

CITY OF HOLLYWOOD FACILITIES / SITES

Location ID	Name	Address	Year	Square Footage
1	CITY HALL	2600 HOLLYWOOD BOULEVARD	1966	69886
2	CITY HALL ANNEX	2600 HOLLYWOOD BOULEVARD	1956	18415
3	OLD LIBRARY (IT BUILDING CODE COMPLAINEE)	2600 HOLLYWOOD BOULEVARD	1958	18922
4	POLICE STATION / JAIL	3250 HOLLYWOOD BOULEVARD	1974	65898
5	COMMUNICATIONS TOWER	3250 HOLLYWOOD BOULEVARD	1980	0
6	CLUBHOUSE	400 ENTRADA DRIVE	1982	19308
7	STARTERS STATION	400 ENTRADA DRIVE	1990	79
8	HALFWAY STATION	400 ENTRADA DRIVE	1975	144
9	CART STORAGE	400 ENTRADA DRIVE	1980	7524
10	RESTROOM #17	400 ENTRADA DRIVE	1975	96
11	RESTROOM / COMFORT (PEMBROKE)	400 ENTRADA DRIVE	1975	288
12	DRIVING RANGE OFFICE	400 ENTRADA DRIVE	1985	160
13	MAINTENANCE SHOP	400 ENTRADA DRIVE	1975	3900
14	MAINTENANCE SHOP	400 ENTRADA DRIVE	2007	2256
15	DAVID PARK COMMUNITY CENTER	108 NORTH 33RD STREET	1985	6681
16	DAVID PARK TENNIS CENTER	108 NORTH 33RD STREET	2010	2946
17	FIRE STATION #45	1810 NORTH 64 AVENUE	2019	6546
18	FIRE STATION #31	3401 HOLLYWOOD BOULEVARD	2007	9824
19	FIRE STATION #5 (OLD) (BARRY UNIVERSITY)	421 NORTH 21ST AVENUE	1969	10471
20	FIRE STATION #74	2741 STIRLING ROAD	2002	47188
21	FIRE STATION #105	1511 SOUTH FEDERAL HIGHWAY	2005	10376
22	FIRE STATION #5	1819 NORTH 21ST AVENUE	2008	11037
23	CENTRAL FUEL ISLAND	1600 SOUTH PARK ROAD	2000	1274
24	TRANSFER STATION	1600 SOUTH PARK ROAD	1975	1720
25	PUBLIC WORKS OPERATIONS	1600 SOUTH PARK ROAD	1960	18720
26	FACILITIES MAINTENANCE	1600 SOUTH PARK ROAD	1960	8784
27	STORAGE BUILDING	1600 SOUTH PARK ROAD	1960	300
28	PUBLIC WORKS OFFICE (STREETS)	1600 SOUTH PARK ROAD	1990	672
29	FIRE STATION #40 PARKING GARAGE	707 SOUTH OCEAN	2012	36289
30	HEADQUARTERS	1405 SOUTH 28TH AVENUE		0
31	CRA DOWNTOWN OFFICE	1948 HARRISON		0
32	RESTROOM	2161 JOHNSON STREET	2008	1460
33	POLICE ATHLETIC LEAGUE	2311 NORTH 23RD AVENUE	2001	8209
34	RESTROOM / CONCESSION STAND	2311 NORTH 23RD AVENUE	2007	3600
35	MAINTENANCE / STORAGE	2311 NORTH 23RD AVENUE	1999	400
36	PRESS BOX	2311 NORTH 23RD AVENUE	2007	150

37	STORAGE SHED	2311 NORTH 23RD AVENUE	2012	240
38	PROPERTY IN THE OPEN	2311 NORTH 23RD AVENUE		0
39	RECREATION BUILDING	3150 TAFT STREET	2007	5537
40	RESTROOM BUILDING (SOUTH)	3150 TAFT STREET	2007	144
41	STORAGE BUILDING (SOUTH)	3150 TAFT STREET	2007	100
42	RESTROOM BUILDING (NORTH)	3150 TAFT STREET	2007	144
43	STORAGE BUILDING (NORTH)	3150 TAFT STREET	2007	100
44	PROPERTY IN THE OPEN	3150 TAFT STREET		0
45	RESTROOM BUILDING - DOG PARK	800 KNIGHT ROAD	2000	176
46	RESTROOM BUILDING	800 KNIGHT ROAD	1990	502
47	CONCESSION BUILDING	800 KNIGHT ROAD	2000	440
48	CONCESSION BUILDING	800 KNIGHT ROAD	2000	560
49	DOG PARK PAVILION	800 KNIGHT ROAD	2000	880
50	HOCKEY RINK	800 KNIGHT ROAD		0
51	PROPERTY IN THE OPEN	800 KNIGHT ROAD		0
52	DOCK MASTER BUILDING	700 POLK STREET	1959	864
53	PROPERTY IN THE OPEN	700 POLK STREET		0
54	BOULEVARD HEIGHTS CENTER	6770 GARFIELD STREET	2008	9948
55	STORAGE BUILDING	6770 GARFIELD STREET	2008	1932
56	PAVILION	6770 GARFIELD STREET	2008	1910
57	RESTROOM - CONCESSION	6770 GARFIELD STREET	2008	1300
58	VISUAL ARTS BUILDING	1 YOUNG CIRCLE	2007	12293
59	STORAGE BUILDING	1 YOUNG CIRCLE	2007	288
60	AMPHITHEATER	1 YOUNG CIRCLE	2011	10610
61	CLUBHOUSE	1451 TAFT STREET	1976	2611
62	CART STORAGE	1451 TAFT STREET	2005	3600
63	RESTROOM BUILDING	1451 TAFT STREET	2007	400
64	COMMUNITY CENTER	2400 CHARLESTON STREET	1998	18815
65	COMMUNITY CENTER	2400 CHARLESTON STREET		400
66	MAINTENANCE SHED	1600 JOHNSON STREET	1980	2590
67	GOLF CART STORAGE / PRO SHOP	1600 JOHNSON STREET	1995	5343
68	CONCESSION STAND	1600 JOHNSON STREET	2010	160
69	RESTROOM BUILDING - HOL 14	1600 JOHNSON STREET	1980	168
70	ART CENTER	1650 HARRISON STREET	1924	10146
71	ARTS SCHOOL	1650 HARRISON STREET	1985	1350
72	GARFIELD COMMUNITY CENTER	1617 SURF ROAD	2008	6039
73	SHELTER #1	1617 SURF ROAD		400
74	SHELTER #2	1617 SURF ROAD		400
75	SHELTER #3	1617 SURF ROAD		460
76	SHELTER #4	1617 SURF ROAD		400
77	PERGOLA #1	1617 SURF ROAD		0
78	PERGOLA #2	1617 SURF ROAD		0

79	SHELTER #5	1617 SURF ROAD		900
80	RACQUETBALL COURTS (6)	1617 SURF ROAD		0
81	RECREATION BUILDING	5199 PEMBROKE ROAD	1965	11133
82	MULTI-PURPOSE BUILDING	5199 PEMBROKE ROAD	2007	3108
83	COMMUNITY CENTER	3000 NORTH 69TH AVENUE	2001	9141
84	STORAGE / CONCESSION	3000 NORTH 69TH AVENUE	2001	880
85	STORAGE BUILDING	3000 NORTH 69TH AVENUE	2001	870
86	POOL BUILDING	3000 NORTH 69TH AVENUE	2007	1360
87	NEIGHBORHOOD CENTER	1111 NORTH 69TH WAY	1992	22950
88	ART CENTER	1111 NORTH 69TH WAY	1995	2266
89	RESTROOM	1111 NORTH 69TH WAY	1980	625
90	PARKING GARAGE	251 SOUTH 20TH AVENUE	1996	23040
91	MULTI -PURPOSE CENTER	2030 POLK STREET	1977	15562
94	BAND SHELL	BOARDWALK AND JOHNSON	1980	1050
95	CHILD CARE BUILDING	5731 PEMBROKE ROAD	1970	4296
96	SHUFFLEBOARD BUILDING	309 NORTH 21ST STREET	1969	5402
97	COMMUNITY CENTER	3190 NORTH 56TH AVENUE	1965	1566
98	COMMUNITY CENTER	6291 FUNSTON STREET	2007	5676
99	COMMUNICATIONS TOWER	6850 SHERIDAN STREET	1980	0
100	STORAGE BUILDING (COMMUNICATIONS)	6850 SHERIDAN STREET	1960	432
101	HAMMERSTEIN RESIDENCE	1520 POLK STREET	1935	2622
102	STORAGE / MEETING BUILDING	1520 POLK STREET	1950	825
103	STORAGE BUILDING	2717 VAN BUREN STREET	1973	561
104	CULTURE AND COMMUNITY CENTER	1301 SOUTH OCEAN	1996	16985
105	NEIGHBORHOOD NETWORK CENTER	2207 RALEIGH STREET	2002	2787
106	WEST ANNEX TAFT STREET OFFICE	6197 TAFT	1973	5377
107	SHOP / ADMINISTRATION	1715 NORTH 21ST AVENUE	1957	6786
108	LUNCH / OFFICES	1715 NORTH 21ST AVENUE	1998	3750
109	STOCK / MOTOR SHOP	1801 NORTH 21ST AVENUE	1957	28011
110	ADMINISTRATION / HIGH SERVICE / FILTER BUILDING	3441 WEST HOLLYWOOD BOULEVARD	1968	31583
111	MSRO BUILDING	3441 WEST HOLLYWOOD BOULEVARD	1996	30934
112	MAINTENANCE SHOP	3441 WEST HOLLYWOOD BOULEVARD	1968	2640
113	EMERGENCY GENERATOR BUILDING	3441 WEST HOLLYWOOD BOULEVARD	2002	4929
114	STORAGE / FLUORIDE STORAGE	3441 WEST HOLLYWOOD BOULEVARD	1968	972
115	TRANSFER PUMP STATION (AERATION)	3441 WEST HOLLYWOOD BOULEVARD	1968	1134
116	MUD SEPARATION BUILDING	3441 WEST HOLLYWOOD BOULEVARD	1968	484
117	SODIUM HYPO BUILDING (MAIN)	3441 WEST HOLLYWOOD BOULEVARD	1968	2442

118	STORAGE TANK #2 (1.0 MG)	3441 WEST HOLLYWOOD BOULEVARD	1968	5674
119	STORAGE TANK #3 (1.0 MG)	3441 WEST HOLLYWOOD BOULEVARD	1968	5674
120	STORAGE TANK #4 (1.0 MG)	3441 WEST HOLLYWOOD BOULEVARD	1968	5674
121	STORAGE TANK #5 (3.5 MG)	3441 WEST HOLLYWOOD BOULEVARD	1973	17671
122	STORAGE TANK #6 (3.5 MG)	3441 WEST HOLLYWOOD BOULEVARD	1973	17671
123	SPIRATORS 1-12	3441 WEST HOLLYWOOD BOULEVARD	1968	4800
124	GRAVITY FILTERS 1-12	3441 WEST HOLLYWOOD BOULEVARD	1968	2352
125	LIME SILOS 1-6	3441 WEST HOLLYWOOD BOULEVARD	1968	4200
126	THICKENER TANK	3441 WEST HOLLYWOOD BOULEVARD	1968	4032
127	MS SCRUBBER FACILITY (2)	3441 WEST HOLLYWOOD BOULEVARD	2014	0
128	DIESEL STORAGE TANKS	3441 WEST HOLLYWOOD BOULEVARD	1996	0
129	BUILDING 10	3441 WEST HOLLYWOOD BOULEVARD	1968	180
130	OLD WELL HOUSE # 4 (STORAGE)	3441 WEST HOLLYWOOD BOULEVARD	1968	64
131	OLD WELL HOUSE #5 (IRRIGATION)	3441 WEST HOLLYWOOD BOULEVARD	1968	64
132	OLD WELL HOUSE #6 (STORAGE)	3441 WEST HOLLYWOOD BOULEVARD	1968	100
133	POLYMER STORAGE BUILDING	3441 WEST HOLLYWOOD BOULEVARD	1968	100
134	INJECTION WELL STATION - PLANT	3441 WEST HOLLYWOOD BOULEVARD	2017	400
135	INJECTION WELL PLC/VFD BUILDING	3441 WEST HOLLYWOOD BOULEVARD	2014	250
136	LAKE HOUSE	3441 WEST HOLLYWOOD BOULEVARD	1968	200
137	DEGASIFIER / BLEND TANK	3441 WEST HOLLYWOOD BOULEVARD	2017	0
138	INJECTION WELL MONITORING WELL STATION	3441 WEST HOLLYWOOD BOULEVARD	2017	600
139	INJECTION WELL LIFT STATION	3441 WEST HOLLYWOOD BOULEVARD	2017	140
140	INJECTION WELL PUMP STATION	3441 WEST HOLLYWOOD BOULEVARD	2017	0
141	PROPERTY IN THE OPEN (PROPERTY IN THE OPEN)	3441 WEST HOLLYWOOD BOULEVARD		0
142	ADMINISTRATION BUILDING	1621 NORTH 14TH AVENUE	1996	18073
143	MAINTENANCE BUILDING "B"	1621 NORTH 14TH AVENUE	1996	12839
144	MAINTENANCE BUILDING "C"	1621 NORTH 14TH AVENUE	1996	3717
145	SOUTH ELECTRICAL SERVICE CENTER	1621 NORTH 14TH AVENUE	1996	2970
146	SOUTH DIESEL STORAGE TANK	1621 NORTH 14TH AVENUE	1973	0

147	NORTH ELECTRICAL SERVICE CENTER	1621 NORTH 14TH AVENUE	1968	8464
148	NORTH DIESEL STORAGE TANK	1621 NORTH 14TH AVENUE	1973	0
149	RETURN ACTIVATED SLUDGE #3	1621 NORTH 14TH AVENUE	1989	2800
150	RETURN ACTIVATED SLUDGE #4	1621 NORTH 14TH AVENUE	1989	2240
151	CLARIFIER 5-8 FLOW DIVERSION	1621 NORTH 14TH AVENUE	1989	1575
152	OXYGEN TRAINING DIVERSION	1621 NORTH 14TH AVENUE	1985	1248
153	REFUSE PUMP	1621 NORTH 14TH AVENUE	1993	1984
154	REFUSE WATER STORAGE TANK #2	1621 NORTH 14TH AVENUE	1993	0
155	CHLORINE CONTACT TANK	1621 NORTH 14TH AVENUE	1993	950
156	TRUCK SCALE	1621 NORTH 14TH AVENUE	1998	864
157	DIESEL ENGINE PUMP STATION	1621 NORTH 14TH AVENUE	1968	1330
159	GRIT CHAMBER #1/2	1621 NORTH 14TH AVENUE	1968	6389
160	SLUDGE STORAGE TANK #31	1621 NORTH 14TH AVENUE	1978	1408
161	GRIT CHAMBER #3	1621 NORTH 14TH AVENUE	1973	5340
162	OXYGENATOR TANKS 1-2	1621 NORTH 14TH AVENUE	1973	28178
163	SECONDARY CLARIFIER #1	1621 NORTH 14TH AVENUE	1973	12272
164	SECONDARY CLARIFIER #5	1621 NORTH 14TH AVENUE	1989	12272
165	DEWATERING BUILDING	1621 NORTH 14TH AVENUE	1973	9312
166	SLUDGE / ZIMPRO	1621 NORTH 14TH AVENUE	1973	13773
167	BAR SCREEN	1621 NORTH 14TH AVENUE	1973	2394
168	INFLUENT PUMP STATION	1621 NORTH 14TH AVENUE	1968	3040
169	INFLUENT PUMP CONTROL BUILDING	1621 NORTH 14TH AVENUE	1975	1288
170	HEADWORKS INFLUENT DEGRIT BUILDING	1621 NORTH 14TH AVENUE	1980	2652
171	CHLORINE STORAGE BUILDING	1621 NORTH 14TH AVENUE	1980	3990
172	REUSE WATER CONTROL BUILDING / TANKS	1621 NORTH 14TH AVENUE	1975	15088
173	EFFLUENT PUMP STATION	1621 NORTH 14TH AVENUE	1975	1064
174	SWITCHGEAR BUILDING	1621 NORTH 14TH AVENUE	1975	1116
175	FILTER FEED PUMP BUILDING	1621 NORTH 14TH AVENUE	1975	1890
176	STORAGE SHED	1621 NORTH 14TH AVENUE	1989	220
177	CRYOGENIC GENERATION SYSTEM	1621 NORTH 14TH AVENUE	1973	0
178	HEADWORKS SCRUBBER	1621 NORTH 14TH AVENUE	1973	0
179	CHLORINE SCRUBBER FACILITY	1621 NORTH 14TH AVENUE	1973	0
180	STABILIZATION BUILDING SCRUBBER	1621 NORTH 14TH AVENUE	1973	0
181	ELECTRICAL BUILDING	1621 NORTH 14TH AVENUE	2007	468
182	SECONDARY CLARIFIER #2	1621 NORTH 14TH AVENUE	1973	12272
183	SECONDARY CLARIFIER #3	1621 NORTH 14TH AVENUE	1973	12272
184	SECONDARY CLARIFIER #4	1621 NORTH 14TH AVENUE	1973	12272
185	SECONDARY CLARIFIER #6	1621 NORTH 14TH AVENUE	1989	12272
186	SECONDARY CLARIFIER #7	1621 NORTH 14TH AVENUE	1989	12272
187	SECONDARY CLARIFIER #8	1621 NORTH 14TH AVENUE	1989	12272

188	OXYGENATION TRAINS #3-5	1621 NORTH 14TH AVENUE	1973	18880
189	INJECTION WELL PUMP STATION	1621 NORTH 14TH AVENUE	2001	0
190	DEEP WELL INJECTOR PUMP #1	1621 NORTH 14TH AVENUE		0
191	DEEP WELL INJECTOR PUMP #2	1621 NORTH 14TH AVENUE		0
192	SITE IMPROVEMENT	1621 NORTH 14TH AVENUE		0
193	ELEVATED WATER TANK (EAST)	THOMAS STREET AND 11TH AVENUE		0
194	ELEVATED WATER TANK (WEST)	SHERIDAN STREET AND 28TH AVENUE		0
195	LIFT STATION #1	2100 NORTH OCEAN DRIVE	1957	640
196	LIFT STATION #2	1210 NORTH OCEAN DRIVE	1957	640
197	LIFT STATION #3	1100 NORTH OCEAN DRIVE	1957	640
198	LIFT STATION #6	1350 FUNSTON STREET	1965	672
199	LIFT STATION #8	800 THREE ISLAND BOULEVARD	1965	567
200	LIFT STATION #14	5596 MONROE STREET	1963	572
201	LIFT STATION #15	600 SOUTH RAINBOW DRIVE	1964	1200
202	LIFT STATION #27	3145 ARTHUR STREET	1968	1704
203	GARFIELD PARKING GARAGE	300 CONNECTICUT STREET	2008	138626
204	RADIUS PARKING GARAGE	250 NORTH 19TH AVENUE	2007	214324
205	RESTROOM	921 NORTH NORTHLAKE DRIVE	2007	515
206	FIRE MAINTENANCE	3400 NORTH 56TH AVENUE	2010	15275
207	FIRE MAINTENANCE	3400 NORTH 56TH AVENUE	2010	11236
208	FIRE MAINTENANCE	3400 NORTH 56TH AVENUE	2010	5316
209	SERVICE CENTER	5648 WILEY STREET	2012	1600
210	RESIDENCE	2933 TAFT STREET	1950	1780
211	ARMORY	906 NORTH DIXIE HIGHWAY	1955	12171
212	PARKING GARAGE	327 NEBRASKA STREET	2019	128542
213	RESTROOM	301 AZALEA TERRACE		0
214	PLAYGROUND WITH SHELTER	301 AZALEA TERRACE		600
215	FIRST AID STATION	AZALEA TERRACE	2019	0
216	FIRST AID STATION	HARDING STREET	2019	0
217	SINGLE FAMILY RESIDENCE	550 N. 66th TERRACE	1952	1475
218	SINGLE FAMILY RESIDENCE	2323 CLEVELAND STREET	1946	956
229	TRAILER	102 SOUTH OCEAN DRIVE	2017	1440
230	LIFEGUARD TOWERS (6 Towers)	ON BEACH	2019	864
231	FIRST AID STATIONS / STAND (15 Stations)	ON BEACH	2019	17040

Section IV–Submittal Requirements

4.1 Instructions

4.1.1 All proposals must be submitted in a sealed package with the RFQ number, due and open date, and the RFQ title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

4.1.2 THIS IS A PAPER RFQ SUBMITTAL WITH QUALIFICATIONS. All Statements of Qualifications (SOQs) must be received by the City of Hollywood, in the City Hall-City Clerk Office, 2600 Hollywood Blvd, Room 221, Hollywood, Florida, 33020 prior to the date specified. Submittal of response by fax or e-mail will NOT be acceptable.

Respondents must submit an Identified Original and six copies for a total of seven, one original hard copy and six copies of your proposal. Respondents must submit proposal on a USB as well. USB copy must match the original hardcopy. In case of any discrepancy between the original hard copies and the USB, the original hard copy prevails. Failure to provide proposals as stated above may be grounds to find Respondents non-responsive.

The Respondent understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Respondent to be true. The Respondent agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the Respondent, as may be required by the City.

A representative who is authorized to contractually bind the firm shall sign the STATEMENT OF QUALIFICATION CERTIFICATION FORM. Omission of a signature on that page may result in rejection of your proposal.

Although proposals are accepted 'hard copy', the City of Hollywood uses BIDS SYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, and responding to questions / requests for information. There is no charge to register and download the RFQ from BIDS SYNC. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in BIDS SYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDS SYNC. The City shall not be responsible for a Respondent's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDS SYNC.

4.1.3 Careful attention must be given to all requested items contained in this RFQ. Respondents are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting an SOQ. Respondents must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Respondent's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

4.1.4 All information submitted by Respondents shall be typewritten or provided as otherwise instructed to in the RFQ. Respondents shall use and submit any applicable or required forms

provided by the City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.

- 4.1.5** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.

The following information and documents are required to be provided with the Respondents responses to this RFQ. Failure to do so may deem your SOQ non-responsive.

4.2 Contents of the Statement of Qualifications

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled USB in an envelope or paper sleeve. The responses shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the Scope of Services and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Respondent must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service the contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the SOQ.

4.2.3 Firm Qualifications and Experience

Respondents are to submit a complete information package and documentation that demonstrates their ability to satisfy all of the minimum qualifications and scope of service requirements. Indicate the firm's number of years of experience in providing the professional services as it relates to the work and services contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget/cost saving requirements. Indicate business structure, i.e.: Corporation, Partnership, or LLC. Firm should be registered as a legal entity in the State of Florida and you shall include the firm address, phone number, fax number, email address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses, certifications, credentials, and any other pertinent information shall be submitted.

Respondent shall submit proof of experience for a minimum of three projects of similar scope and scale (or larger) and shall, for each project listed, identify location; key dates;

project name and overall scope; scope of work that was self-performed by Respondent; and client's name, address, telephone number and email address.

4.2.4 Organizational Profile and Project Team Qualifications

This section shall include a detailed profile of the organization and identify the project team. Providing this information on an organizational chart is recommended. This section shall also include resumes and credentials of the project team. Lastly include details of how each project team member will contribute to the project, in what capacity, and the level of involvement and their expertise. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) and/or team members for the City.

4.2.5 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project as described in the scope of services, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Provide an overview of your understanding of the City's vulnerability to the effects of climate change and sea level rise and your goal to address resiliency through projects assigned to your firm.

4.2.6 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. References should be provided on the Vendor Reference Verification Form.

Note: Do not include City of Hollywood work or staff as references to demonstrate your capabilities. The Evaluation Committee is interested in work experience and references other than the City of Hollywood.

4.2.7 Sub-Respondents

Respondents must clearly identify any sub-respondents that may be utilized for the Work in accordance with the Contract.

A Sub-respondent shall be paid through Respondent or Respondent's firm and not paid directly by the City. Sub-Respondents are allowed by the City in the performance of the services delineated within this RFQ. Respondent must clearly reflect in its Proposal the major Sub-Respondent(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Respondent proposed in the response of successful Respondent(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Respondent shall be borne solely by the successful Respondent and insurance for each Sub-Respondent must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither successful Respondent nor any of its Sub-Respondents are considered to be employees or agents of the City. Failure to list all Sub-Respondents and provide the required information may disqualify any proposed Sub-Respondent from performing work under this RFQ.

4.2.8 Required Forms (Under Section 6-Required Forms)

- **Vendor Reference Verification Form**
- **Statement of Qualification Certification**
- **Drug Free Workplace Program**
- **Certifications Regarding Debarments, Suspensions and Other Responsibility Matters**
- **Non-Collusion Affidavit**
- **Sworn Statement Pursuant to Section 287.133(3)(a)**
- **Hold Harmless and Indemnity Clause**
- **Solicitation, Giving and Acceptance of Gifts Policy**

4.3 By submitting an SOQ each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.

4.4 Before awarding a contract, the City reserves the right to require that a firm submit such evidence of his/her/its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making an award in the best interest of the City.

Section V - Evaluation and Award

5.1 Evaluation Procedure

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City staff, or other persons selected by the City Manager or his designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the SOQs as submitted. Evaluation procedures shall be regulated by § 287.055, Florida Statutes, referred to as the Consultants' Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its SOQ will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The committee shall short list no less than three firms, assuming that three submittals have been received that it deems best satisfy the criteria set forth herein and the committee has attempted to select the best qualified firm(s) for the particular project. The committee shall review and evaluate proposals, and may conduct interviews, and/or require oral presentations with all short-listed firms. The committee shall then rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ and deliberations of the Evaluation Committee at publicly advertised Evaluation Meetings. The City may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.
- 5.1.3** The ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall request the City Commission approve the final ranking and authorize staff to negotiate a contract with the highest ranked firm for consideration by the City Commission at a later date. If the City is unable to reach an agreement with the top ranked firm, negotiations will be terminated at the sole discretion of the City and City staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached and a contract awarded by the City Commission.

5.2 Evaluation Criteria

- 5.2.1** Pursuant to Section 287.055, Florida Statutes, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

5.3 Evaluation Criteria

EVALUATION CRITERIA	SCORE
Firm Qualifications and Experience As specified in Section 4.2.3	20

Organization Profile and Project Team Qualifications As specified in Section 4.2.4	20
Approach to Scope of Work As specified in Section 4.2.5	30
References As specified in Section 4.2.6	15
Proposed Cost Savings to the City	15

5.4 ORAL PRESENTATION:

Selected firms may present an oral overview of their approach to perform and their ability to meet the City's required project needs.

5.5 Contract Award

- 5.5.1** The City reserves the right to award a contract or contracts to that Respondent or Respondents that will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its sole discretion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.5.2** The City Manager shall appoint a contract administrator or project manager for the Contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

Section VI

Required Forms

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VENDOR REFERENCE VERIFICATION FORM

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.

City of Hollywood Solicitation No. and Title: _____

Reference for: _____

Organization/Firm Name providing reference: _____

Organization/Firm Contact Name: _____ Title: _____

Email: _____ Phone: _____

Name of Referenced Project: _____ Contract No: _____

Date Services were provided: _____ Cost Savings: _____

Referenced Vendor's role in Project: ☐ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****					
Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail: <input type="checkbox"/>
Verified by:	Name:				Title:
	Department:				Date:

STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____

Name/Principal/Project Manager: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FEIN/Tax ID No. _____ Email: _____

Does your firm qualify for MBE or WBE status: MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Respondent acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Respondent will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark "N/A". **If submitting your response electronically through BIDSYNC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

The below signatory agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a Contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of \$500.00. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date: Title

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that 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 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.

SIGNATURE

PRINTED NAME

NAME OF COMPANY

RFQ/RFP/ITB Number: _____ Title: _____

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:

Application Number and/or Project Name:

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

RFQ/RFP/ITB Number: _____ Title: _____

NON-COLLUSION AFFIDAVIT**STATE OF:** _____**COUNTY OF:** _____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____, the Respondent 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 Respondent 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 Respondent, 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 Respondent, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Respondent, 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 Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____**Title:**

Subscribed and sworn to before me this

_____ day of _____, 20 ____

My commission expires:

RFQ/RFP/ITB Number: _____ Title: _____

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 that bids or applies to bid on contracts let by a public entity, or that 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 upon information and belief, the statement that 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, has been charged with and convicted of a public entity crime subsequent to July 1, 1989..

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, 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 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN THAT 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 PROJECT OF ANY CHANGE IN THE INFORMATION CONTAINED ON 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 _____

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

RFQ/RFP/ITB Number: _____ Title: _____

HOLD HARMLESS AND INDEMNITY CLAUSE

(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.

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."

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, respondent, 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, Respondent, 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 the Contract.

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

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

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

Section VII

GENERAL TERM AND CONDITIONS

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 this Request for Qualifications ("RFQ") are encouraged to submit Statements of Qualifications ("SOQs"). To receive notification and to be eligible to submit an SOQ, respondent should be registered with BidSync. Respondents may register with 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 respondent must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a respondent, please visit our website at hollywoodfl.org to download an application and submit it to the Office of Procurement Services and Contract Compliance.

It is the intent of the City, through this RFQ and the Contract Conditions contained herein, to establish to the greatest possible complete clarity regarding the requirements of both parties to the Contract resulting from this RFQ.

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

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

1.2 RESPONDENT'S RESPONSIBILITIES

Respondents are required to submit their SOQs upon the following express conditions:

- A. Respondents shall thoroughly examine the drawings, specifications, schedules, instructions and all other Contract Documents.
- B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFQ. No plea of ignorance by the respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent 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 respondent.
- C. Respondents 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, rules and regulations.

1.3 PREPARATION OF STATEMENTS OF QUALIFICATIONS

SOQs 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 SOQ. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the proposal form shall be furnished. The respondent shall sign each continuation sheet (where indicated) on which an entry is made.

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

1.4 ADDENDA

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

1.5 REJECTION OF STATEMENTS OF QUALIFICATIONS

The City may reject an SOQ if:

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

The City may reject all SOQs if it is deemed in the best interest of the City to do so, and may reject any part of an SOQ unless the SOQ has been qualified as provided herein.

1.6 WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS

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

1.7 STATEMENTS OF QUALIFICATIONS TO REMAIN OPEN

All SOQs shall remain open for 180 calendar days after the day of the SOQ opening, but the City may, in its sole discretion, release any SOQ prior to that date. Extensions of time when SOQs shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful respondent and the surety, if any, for the successful respondent.

1.8 LATE STATEMENTS OF QUALIFICATIONS OR MODIFICATIONS

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

1.9 CONFLICTS WITHIN THE SOLICITATION

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

1.10 CLARIFICATION OR OBJECTION TO STATEMENT OF QUALIFICATIONS SPECIFICATIONS

If any person contemplating submitting an SOQ for this Contract is in doubt as to the true meaning of the specifications or other RFQ documents or any part thereof, they may submit requests for clarification to the Office of Procurement Services and Contract Compliance 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 RFQ, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an RFQ. The City will not be responsible for any other explanation or interpretation of the RFQ given prior to the award of the Contract. Any objection to the specifications and requirements as set forth in this RFQ must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

1.11 COMPETENCY OF RESPONDENTS

SOQs will be considered only from firms that are regularly engaged in the business of providing the goods and/or services as described in this RFQ(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 set forth in the Contract. 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 City authorities.

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

1.12 QUALIFICATIONS OF RESPONDENTS

No SOQ 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 the City, who is on the City's debarment list, or who is deemed irresponsible or unreliable by the City.

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

1.13 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded after evaluation by the City to the highest ranked firm who the City determines will be in the best interest of the City. Respondents 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 designee or to the City Commission, in accordance with the applicable City Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful respondent shall be required to sign a negotiated contract; the refusal or failure of a successful respondent to execute a contract which contains the mandatory material terms and conditions contained in the RFQ shall be grounds for deeming the respondent and/or the respondent's SOQ non-responsive.

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

1.14 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of respondents on this project will be considered in making the award. The City is not obligated to accept any SOQ if deemed not in the best interest of the City to do so. The City shall make award to a qualified respondent based on responses to this RFQ.

Failure to include in the SOQ all requested information may be cause for rejection of the SOQ.

The City reserves the right to accept or reject any and all SOQs, 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 SOQs.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the SOQs 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.

1.15 CONTRACT

A Contract shall be sent to the firm to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed contract to the awarded respondent.

1.16 BID PROTESTS

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

After a notice of intent to award a contract is posted, any actual or prospective respondent 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 Chief Procurement Officer. 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 Office of Procurement Services and Contract Compliance. Failure to timely file a protest 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 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, and the City Attorney or designee shall advise the committee. 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.

1.17 PREPARATION OF STATEMENTS OF QUALIFICATIONS

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

Requirements for Signing SOQ:

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

1.18 EXAMINATION OF STATEMENT OF QUALIFICATIONS DOCUMENTS

Before submitting an SOQ, each Respondent must: examine the SOQ Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate respondent's observations with the SOQ Documents, and notify the City's agent of all conflicts, errors and discrepancies in the SOQ Documents.

The submission of an SOQ will constitute an incontrovertible representation by the Respondent that the Respondent has complied with every requirement of this RFQ, that without exception the SOQ 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 SOQ Documents, and that the SOQ 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.

1.19 INFORMATION

Further information, if desired, may be obtained from the Office of Procurement Services and Contract Compliance, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020, telephone (954) 921-3299.

Questions or requests for clarification of the specifications shall be in writing and received by the Office of Procurement Services and Contract Compliance by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to pbassar@hollywoodfl.org.

1.20 MODIFICATION AND WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS

SOQs must be modified or withdrawn by an appropriate document duly executed in the manner that an SOQ must be executed and delivered to the place where SOQs are to be submitted at any time prior to the deadline for submitting SOQs. 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 an SOQ will not prejudice the rights of a Respondent to submit a new SOQ prior to the SOQ date and time. Except where provided in the following paragraph, no SOQ may be withdrawn or modified after expiration of the period for receiving SOQs.

If, within 24 hours after SOQs are opened, any Respondent files a duly signed written notice with the City and within five 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 SOQ, or that the mistake is clearly evident on the face of the SOQ but the intended correct SOQ is not similarly evident, then the respondent may withdraw its SOQ and the SOQ Security will be returned.

1.21 REJECTION OF STATEMENTS OF QUALIFICATIONS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all SOQs, to waive any and all informalities, irregularities and technicalities not involving time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional SOQs. SOQs 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 an SOQ. The City reserves the right to determine, in its sole discretion, whether any aspect of an SOQ satisfies the criteria established in this RFQ.

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

The foregoing reasons for rejection of SOQs are illustrative only and are not intended to be exhaustive.

1.22 AUDIT RIGHTS

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

1.23 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

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

- A. Equal Employment Opportunity, in compliance with Executive Order 11246 as amended and applicable to the 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 solicitation must be accompanied by a completed Material Safety Data Sheet.
- 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 respondent 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 respondent 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 (2019), as may be amended or revised. The City may terminate the Contract at the City's option if the respondent is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), 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 (2019), as may be amended or revised.

1.24 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. As an additional sanction, the City 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.

1.25 DEBARRED OR SUSPENDED RESPONDENTS

The Respondent certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-respondents are presently debarred or suspended by any federal department or agency.

1.26 COLLUSION

More than one SOQ 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 Respondent is interested in more than one SOQ for the same work will cause the rejection of such SOQs in which the Respondent is interested. If there are reasonable grounds for believing that collusion exists among the Respondents, the SOQs of participants in such collusion will not be considered.

1.27 COPELAND "ANTI-KICKBACK"

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

1.28 FORCE MAJEURE

The contract that is awarded to the successful Respondent may provide that the performance of any act by the City or respondent 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 that 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 Respondent 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 the contract.

1.29 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 Respondent, supplier, sub-Respondent, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.30 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. If two or more SOQs which are equal with respect to quality and service are received by the City, an SOQ received from a Respondent that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing ties in SOQs will be followed if none of the tied vendors have a drug-free workplace program.

1.31 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Respondents, by signing and submitting an SOQ, understand and agree to compliance with the City's and state's policies prohibiting solicitation of gifts by public officers, employees and candidates. Failure to agree by reference or inference will result in your SOQ being declared non-responsive; provided, however, that a responsible Respondent whose SOQ would be responsive but for the failure to submit the signed form in its SOQ 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.

1.32 CONFLICT OF INTEREST

The Respondent represents that:

No officer, director, employee, agent, or other respondent 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 the contract.

There are no undisclosed persons or entities interested with the Respondent in the contract. The contract is entered into by the Respondent without any connection with any other entity or person submitting an SOQ for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other respondent 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 respondent directly or indirectly in any manner whatsoever in the execution or the performance of the contract, or in the services, supplies or work to which the contract relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or respondent to the respondent or to the best of the respondent's knowledge, any sub-respondents or supplier to the Respondent?

Neither the Respondent nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Respondent shall have an interest that is in conflict with the Respondent's faithful performance of its obligations under the contract, provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Respondent provides the City with a written notice, in advance, that 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 Section are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Contract and those provided by statute, the stricter standard shall apply.

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

1.33 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit an SOQ on the contract, may not award or perform work as a Respondent, supplier, sub-respondent, or respondent under the contract, and may not transact business with the City.

1.34 ADVICE OF OMISSION OR MISSTATEMENT

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

1.35 CONFIDENTIAL INFORMATION

Information contained in the Respondent's SOQ that is company confidential must be clearly identified in the SOQ itself. The City will be free to use all information in the Respondent's SOQ for the City's purposes, in accordance with state law. SOQs shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Respondent understands that any material supplied to the City may be subject to public disclosure under Chapter 119, Florida Statutes, and known as the Public Records Law.

1.36 GOVERNING LAW

The contract, including appendices, and all matters relating to the 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 that include but are not limited to the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

1.37 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.

1.38 SOVEREIGN IMMUNITY

Nothing in this contract 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 Statutes.

1.39 SURVIVAL

The parties acknowledge that any of the obligations in this RFQ and in the contract will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Respondent and the City under this RFQ and the contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.40 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Respondent shall indemnify and hold harmless the City 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 that the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Respondent or its employees, agents, servants, partners, principals, sub-respondents or sub-respondents. Furthermore, the awarded Respondent 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 Respondent expressly understands and agrees that any insurance protection and endorsements required by the resulting contract or otherwise provided by the awarded Respondent 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 Respondent and persons employed by or utilized by the Respondent in the performance of the contract.

PATENT AND COPYRIGHT INDEMNIFICATION

The Respondent 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 Respondent 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 Respondent, 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 Respondent shall have the obligation, at the City's option, to: (i) modify, or require that the applicable sub-respondents or supplier modify the alleged infringing item(s) at the Respondent's expense, without impairing in any respect the functionality or performance of the item(s); or (ii) procure for the City, at the Respondent's expense, the rights provided under this contract to use the item(s).

The Respondent shall be solely responsible for determining and informing the City whether a prospective supplier or sub-respondents 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 Respondent shall enter into agreements with all suppliers and sub-respondents at the Respondent'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 Respondent shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.41 ADVERTISING

Respondent 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.

1.42 DISCLAIMER

The City may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all SOQs; re-advertise the RFQ, postpone or cancel at any time the RFQ process; or waive any formalities of or irregularities in the SOQ process. SOQs that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all SOQs are analyzed, organization(s) submitting SOQ(s) that appear, solely in the opinion of the City 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 timetable set solely by the City. The selection by the City shall be based on the SOQ, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City. The issuance of the RFQ constitutes only an invitation to make a SOQ to the City. The City reserves the right to determine, in its sole discretion, whether any aspect of the SOQ satisfies the criteria established by the City. In all cases, the City shall have no liability to any respondent for any costs or expense incurred in connection with this solicitation, its SOQ or otherwise.

1.43 TRADEMARKS

The City warrants that all trademarks the City requests the respondent to affix to articles purchased are those owned by the City and it is understood that the respondent 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.

1.44 RIGHT TO REQUEST ADDITIONAL INFORMATION

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

1.45 PROPOSAL PREPARATION COSTS

The Respondent is responsible for any and all costs incurred by the Respondent or his/her/its sub-respondents in responding to this RFQ.

1.46 DESIGN COSTS

The successful Respondent shall be responsible for all design, information gathering, and required programming to achieve a successful implementation.

1.47 RIGHTS TO PERTINENT MATERIALS

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

1.48 NATURE OF THE CONTRACT

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

1.49 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a respondent 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.

1.50 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Respondent 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 Respondent, which are signed by a person designated as authorized to bind the Respondent, will be recognized by the City as duly authorized expressions on behalf of the Respondent.

1.51 E-VERIFY

Respondent acknowledges that the City may be utilizing the Respondent'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 Respondent shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Respondent during the contract term who will be working on this Project. The Respondent is also responsible for e-verifying its sub-respondents, if any, pursuant to any contract between the City and a state agency, and reporting to the City any required information. The Respondent acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Contract.

1.52 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 respondent shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.54 Additional Terms and Conditions

Additional Terms & Conditions may be negotiated by the parties.

Question and Answers for Bid #RFQ-4702-22-GJ - Energy Performance Contracting

Overall Bid Questions

Question 1

Per the pre-bid instructions that site visits be requested via the online Q&A, we respectfully request arranging site visits for the following locations:

1. City Hall
2. City Hall Annex
3. Hollywood Wastewater Treatment Plant (Submitted: Nov 16, 2021 10:33:42 AM EST)

Answer

- Received; we will post the date as soon as possible. (Answered: Nov 24, 2021 8:21:36 AM EST)

Question 2

Are the Table of Contents, Divider Tabs and Required Forms excluded from the 50-page maximum preferred by the City? (Submitted: Nov 16, 2021 11:47:27 AM EST)

Answer

- Yes. (Answered: Nov 17, 2021 4:10:08 PM EST)

Question 3

Can we respectfully request a site visit for City Hall, Police Station and the WWTP? (Submitted: Nov 19, 2021 2:04:11 PM EST)

Answer

- Received; we will post the date as soon as possible. (Answered: Nov 24, 2021 8:21:36 AM EST)

Question 4

At this late stage, site visits are likely to create an uneven playing surface for the companies interested in this RFQ. To eliminate this uneven playing surface, either all companies must have access to the same sites, or site visits should NOT be permitted. As this is an RFQ, site visits are not necessary. Moreover, the RFQ did not mention site visits, and I recommend maintaining this approach. Thank you. (Submitted: Nov 22, 2021 12:13:05 PM EST)

Answer

- Thank you for your comment. (Answered: Dec 2, 2021 5:07:26 PM EST)

Question 5

Can the prime proposer be a Energy Consulting firm with a finance component as part of the team? The RFP indicates that the proposer needs to be a certified ESCO but during the pre-bid meeting the City indicated that they were willing to consider some other approaches. Please advise. (Submitted: Nov 29, 2021 5:45:28 PM EST)

Answer

- Yes. (Answered: Dec 2, 2021 4:42:55 PM EST)

Question Deadline: Dec 16, 2021 5:30:00 PM EST