REQUEST FOR QUALIFICATIONS (RFQ)

RFQ-140-24-WV

CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR HOLLYWOOD BEACH HEIGHTS AND HOLLYWOOD BEACH ESTATES SIDEWALK NETWORK

EVENT	DATE/ TIME
Release of Request for Qualifications (RFQ)/Issue Date	10/26/2023
Non-Mandatory pre-proposal meeting date	N/A
Deadline for Questions/Inquiries	11/9/2023
Response/Statement of Qualifications (SOQ) Due Date and Time Deadline	11/16/2023
Preliminary Scoring/Ranking of SQDs and Shortlisting Ranking of Firms	11/29/2023
Final Scoring /Ranking and Posting of Recommended Firm	12/2023
Anticipated Ranking Approval	12/2023
Negotiations	12/2023
Award of CEI Contract	Estimated March 2024

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of proposal/response 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 PROPOSER/RESPONDENT/CONSULTANT CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE PROPOSER/RESPONDENT/CONSULTANT SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION.

_____ _____ _____
Proposer/Respondent/Consultant's Authorized Representative's Signature: Date

Type or Print Name: _____

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

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

SUBMISSION

Submittals shall be received electronically through OpenGov (e-Procurement Platform). Hard copy submittals will not be accepted.

Submittals shall be considered an offer on the part of the bidder/proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all bids/proposals, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

Submission of a bid/proposal shall serve as prima facie evidence that the Bidder/Proposer has examined this solicitation and is fully aware of all conditions affecting the provision of services and the evaluation criteria and scoring methodology as set forth in this solicitation document.

CONE OF SILENCE

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

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

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

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

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

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

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view Section 30.15F.

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

Section I – Introduction and Information

1.1 Purpose

The City of Hollywood, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction of a sidewalk network (Approximately 23,627 linear feet)in the area of the City of Hollywood known as Hollywood Beach Heights & Hollywood Country Estates as further described in Section III – Scope of Services in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes) and 23 Code of Federal Regulations 172. The qualifications based competitive negotiation selection process will be in accordance with the Federal Brooks Act (FDOT Procedure 375-030-002). Those firms who are interested in submitting their Statement of Qualifications (SOQ/proposal/bid) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 Submission Deadline

Responses to this solicitation are due by November 16 at 3:00 PM EST, and will be opened in a virtual public setting on November 16, 2023 at 3:15 PM at https://opengov.com.

Submittals shall be received electronically through OpenGov

1.3 Information and Clarification

For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question/answer feature provided by OpenGov. 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 OpenGov Site). No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of a SOQ will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

The City of Hollywood will determine costs in accordance with Federal cost principles meets the RFQ/contract language requirement found in 23 CFR 172.9(c)(1)(ix).

1.4 Pre-Proposal Meeting

A Pre-proposal meeting is not currently scheduled for this solicitation.

1.5 OpenGov

The City of Hollywood uses OpenGov (https://procurement.opengov.com/portal/hollywoodfl.) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Proposer's inability to submit a proposal by the proposal end date and time for any reason, including issues arising from the use of OpenGov.

1.6 Point of Contact

City of Hollywood,
William Varandas, Senior Purchasing Agent
2600 Hollywood Blvd
Hollywood, FL 33020
E-mail: wvarandas@hollywoodfl.org

1.7 Public Entity Crime Information Statement

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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months for the date of being placed on the convicted vendor list.

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 OPENGOV and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. 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 OPENGOV 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 OPENGOV as a separate addendum to the Request for Qualifications (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 to read and comprehend all addenda issued.

2.2 Changes and Alterations

Consultant may change or withdraw a Statement of Qualifications (SOQ) at any time prior to the due date of this solicitation; however, no oral modifications will be allowed. Modifications shall not be allowed following the due date of this solicitation.

2.3 Consultants' Costs

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

2.4 Mistakes, Discrepancies, Errors and Omissions

The consultant shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the consultant 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 consultant 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 into the RFQ. The City will not be responsible for any oral instructions, clarifications, or other communications.

2.4.1 The Consultant shall, at all times hereafter, 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 Consultant, its agents, servants, or employees.

2.4.2 The Consultant 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 Consultant, its agents, servants, or employees. The provisions of this Section shall survive the expiration or earlier termination of this Contract

2.4.3. Nothing in this solicitation 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 which 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 affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, 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 Consultant 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 Consultant.

2.6 Responsiveness

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

2.7 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation 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 Consultant shall have previous construction engineering inspection services experience in the project's scope of work and relevant experience in similar projects including hardscaping such as; sidewalks, curbs, ramps, etc. Consultant shall submit proof of experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Consultant; and client's name, address, telephone number and e-mail address.

2.8.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.8.2 Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.8.3 As applicable for the selected Engineering Discipline(s), the Consultant and each member of its firm must have a valid Engineering License in the State of Florida and be registered with the Florida Department of Business and Professional Regulation.

2.8.4 In order to submit a responsive Statement of Qualifications (SOQ) to the Request for Qualifications (RFQ), the prospective consultant must provide a copy of the current FDOT Prequalification Certificate for **Work Type 10.1 – Roadway Construction Engineering Inspection.**

2.9 Contract Term – NEED TO REVIEW WITH RFQ LANGUAGE FOR STAND ALONE PROJECT.

The Respondent recognizes that TIME IS OF THE ESSENCE in this RFQ and resulting contract. The Work shall commence within **14** calendar days of the date of the Notice to Proceed.

The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with the contract within **400** calendar days after the date when the contract time commences to run as provided in the Notice to Proceed.

The initial contract term shall commence upon final execution of the contract by the City, and shall expire upon the completion of the Project, as defined in the Notice to Proceed and Contract Documents.

In the event services are scheduled to end because of the expiration of the contract, the Respondent/Consultant shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and twenty (120) days beyond the expiration date of the existing contract. The Respondent shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

The above are the general terms for this project, upon award and execution of the contract, the terms and conditions of the contract will govern the project.

2.10 Lobbyist Ordinance

Any **Architectural/Engineering Consulting Services firm** submitting a response to this solicitation is responsible for being aware of and complying with Section 34.02 of the City Code of Ordinances. 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.

In addition, Neither the City of Hollywood nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer, or employee of the City of Hollywood during the tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired before the beginning of tenure any such interest, and if such interest is immediately disclosed to the City of Hollywood. The City of Hollywood, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Hollywood relating to such contract, subcontract or arrangement. The City of Hollywood shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the City of Hollywood during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not apply to any agreement between the City of Hollywood and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

A. All consultants must also comply with FDOT conflict of interest requirements. Please refer to Exhibit D FDOT Form 375-030-34 Disclosure of Lobbying Activities.

2.11 Conflict of Interests Prohibited

Any Consultant submitting a response to this solicitation is responsible for being aware of, and complying with Section 34.02 of the City Code of Ordinances. 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.

Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, In this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

2.12 Protest Procedure

Any Consultant or Respondent 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, OPENGOV, City Clerk's Office, Open Government, and/or City's Sunshine Board (https://www.hollywoodfl.org/Archive.aspx?AMID=140).

2.13 Sub-Consultants

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

2.13.2 Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant per Section IV–Submittal Requirements.

2.14 Insurance Requirements

2.14.1 Consultant will be required and shall require all of its Sub-Consultants and Sub-Contractors to provide, pay for, and maintain in force at all times during the term of an agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below.

2.14.2 Companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida shall issue such policy or policies. Consultant shall specifically protect City and the City Commission by naming City and the City Commission as additional insured under the Comprehensive Liability Insurance policy hereinafter described.

a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the Consultant's employees.

b. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and City's Risk Manager. Sub-consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the contract administrator and City's Risk Manager on a task order by task order basis.

c. The Consultant shall provide the Risk Manager of the City an original certificate of insurance for policies required by Article 11.10. All certificates shall state that the City shall be given ten (10) days prior to cancellation or modification of any stipulated insurance. 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 Consultant 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 Article 11 shall not be affected by any other policy of insurance, which the City may carry in its own name.

d. Consultant shall as a condition precedent of this Agreement furnish to the City of Hollywood, c/o Office of Procurement Services, 2600 Hollywood Blvd, Room 303, Hollywood, FL 33020, certificate(s) of insurance upon execution of this Agreement which indicate that insurance coverage has been obtained which 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

Professional Liability/Errors and Omissions Coverage

Combined Single Limit

Each Occurrence	$1,000,000

General Aggregate Limit	$2,000,000
Deductible not to exceed	10%

Must be in effect for at least five (5) years after Project completion

2.14.3 The above insurance requirements are only required to be carried by the Consultant during the term of the contract and provided upon award, except for Professional Liability/Errors and Omissions insurance which must be in effect for at least five (5) years after Project completion.

2.14.4 The City of Hollywood and Florida Department of Transportation (FDOT) are required to be named as additional insured under the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Consultant. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for the work contemplated in an agreement shall be deemed unacceptable, and shall be considered a breach of contract.

2.14.5 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 X" as to financial strength, by the latest edition of A. M. Best's Key Rating Insurance Guide which 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 Consultant of his liability and obligation under this section or under any other section of this Agreement.

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.

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

2.15 Contract Agreement

Any subsequent contract will be subject to the Agreement included as an attachment and made a part of this Request for Qualifications.

2.16 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statues, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant that is determined to be in the City's best interests. The draft agreement is provided herein as an attachment to this RFQ.

2.17 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 (2016), 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 (2016), as may be amended or revised. The City may terminate this Agreement 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 (2016), 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 (2016), 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 (2016), as may be amended or revised.

2.18 Supplier Portal (Oracle) Payment Method

The City of Hollywood has implemented software which contains a supplier portal which allows suppliers to submit and update their information via the supplier portal. New suppliers will be required to register and current suppliers will need to confirm and update their information.

Firms are completed 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.

2.19 Debarred or Suspended Bidders or Proposers

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

2.20 Public Records

A. Public Records/Trade Secrets/Copyright:

All responses will become the property of the City. The Consultant'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 Consultant's response to the RFP purporting to require confidentiality of any portion of the Consultant'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 Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant 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 Consultant's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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)

Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant 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. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

2.21 Unauthorized Work

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the City Commission and the contract has been executed. Consultant agrees and understands that the issuance of a Notice to Proceed shall be issued and provided to the Consultant following execution of a contract.

2.22 Prohibition Against Contingent Fees

The Consultant 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 Consultant 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 Consultant 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 Consultant. This solicitation and prohibitions against contingent fees are issued in accordance with Section 287.055, Florida Statutes.

2.23 Indemnity/Hold Harmless Agreement

The Consultant agrees to protect, defend, indemnify, and hold harmless the City of Hollywood 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 Contractor under the terms of any agreement that may arise due to 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.

Consultant agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT. The foregoing indemnification shall not constitute a waiver of the Department's or the CITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

2.24 Cooperation with the Office of the Inspector General.

The City of Hollywood and its Consultants shall cooperate with the Office of the Inspector General per Florida Statute 20.055

2.25 records retention

The records retention period for this project is 5 years after the final payment is issued.

Section III - Scope of Work And Specific Requirements

3.1 Purpose

The City of Hollywood, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide Construction Engineering Inspection services, as further described in Section III – Scope of Services. Those firms who are interested in submitting Statement of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

3.2 General Description

This project is funded through the Florida Department of Transportation Local Agency Program (LAP) which requires that the respondents to comply with their conditions. Familiarity with the LAP and its requirements is required. The prospective consultant must provide a copy of the current FDOT Prequalification Certificate for **Work Type 10.1 – Roadway Construction Engineering Inspection.**

3.3 Project Location

The project consists of Construction Engineering Inspection services for the sidewalk construction documents at the following Locations:

Name of Road	Limits of 5' wide side walk
Johnson St	From SR-7 to N 56 Ave
Hayes St	From SR-7 to N 56 Ave
Garfield St	From SR-7 to N 56 Ave
Arthur St	From SR-7 to N56 Ave
Cleveland St	From W of N 57 Ave (The western most of Cul-de-Sac)
Mckinley St	From SR-7 to N 56 Ave
Branch St	From N 57 Ave to N 56 Ave
Grant St	From SR-7 to N 56 Ave
Hayes Ct	From N 58 Terr to N 57 Terr
Call St	From N 58 Terr to N 57 Terr

3.4 Scope of Services

The Consultant will be responsible for providing the following tasks, including but not limited to:

A. All construction engineering and inspection functions, to include: utilizing effective control procedures that will assure construction of the Project is performed in reasonable conformity with the plans, specifications and contract provisions

B. Verify the correct wage table is in the contract and posted on the jobsite Bulletin Board

C. Conduct monthly reviews of the Job-site Bulletin Board

D. Attend progress meetings, prepare meeting agenda and meeting notes

E. Attend all compliance audits, meetings and trainings as requested by the FDOT District Four Compliance Manager

F. Submit the Monthly LAP Compliance Checklist on the first of every month, as required by the Oversight Compliance Specialist assigned to this project

G. Conduct and review Employee EEO labor interviews with Contractor's employees, as per FDOT LAP requirements for contractors to ensure that all DBE and EEO/AA subcontractors are paid timely and payments are verified.

H. Maintain project documents and ensure files are up to date and current and are in accordance with the Federal requirements and final submittals

I. Verify the goals of the anticipated DBE statements are met per the established Federal and State regulations

J. Conduct commercially useful functions for all DBE subcontractors

K. Ensure all DBE subcontractors are paid timely and verify payments

L. Review and Maintain Sub-Contracts in the compliance files as required.

M. The Consultant shall provide the City with construction engineering inspection services, and material sampling services as set forth in the LAP Manual and the Federal Highway Administration Contract Administration Core Curriculum Manual (FHWA CACCM). Any and all plans, specifications, reports, studies, and documentation, will adhere to Florida Greenbook Standards, LAP Specifications, City of Hollywood materials testing requirements and any other applicable manual, guideline, or standard. In the event of conflict the LAP Specifications shall take precedence.

N. The Selected consultant must be familiar with FDOT's requirements for projects with LAP funding. Submit a minimum of three (3) successful LAP projects of similar size and scope, along with references, including current mailing addresses, telephone numbers and email addresses

O. The Consultant shall be responsible for coordinating a Preconstruction Conference as soon as practicable after a contract is awarded. The consultant shall notify the contractor and all other project stakeholders.

P. All construction engineering inspection services shall be completed within 400 Calendar Days from the Notice to Proceed.

Q. CEI services for the installation of a shared bike path on North 58 Avenue from Johnson Street to Taft Street.

Section IV–Submittal Requirements

4.1 Instructions

4.1.1 Submittals shall be received electronically through OpenGov (e-Procurement Platform). Hard copy submittals will not be accepted.

4.1.2 THIS IS AN ELECTRONIC RFQ SUBMITTAL.

The proposer understands that the information contained in the submittal is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any submittal, relating to the qualifications of the proposer, as may be required by the City.

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

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

4.1.3 Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit responses in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a SOQ. Consultants 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. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

4.1.4 All information submitted by proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers 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.

4.1.6 All responses will become the property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("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 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, 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 Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer 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 Proposer's response to the RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer 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.

4.2 Contents of the Statement of Qualification

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

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 fifty (75) pages double-sided. 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 work 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.

Proposal sections should be organized using the following sections format:

Tab A: Table of Contents
Tab B: Executive Summary
Tab C: Firm Qualifications and Experience
Tab D: Organizational Profile and Project Team Qualifications
Tab E: Approach to Scope of Work
Tab F: References
Tab G: Financial Resources
Tab H: Legal Proceedings and Performance
Tab I: Required Forms/Exhibits (FDOT Forms)

Note: Do not include pricing - Compensation will be requested and considered only during the competitive negotiations process.

4.2.1 Tab A: 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 Tab B: Executive Summary

Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this 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 Tab C: Firm Qualifications and Experience

Respondents are to submit a complete information 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 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 requirements. Indicate business structure, IE: Corp., Partnership, and LLC. Firm should be registered as a legal entity in the State of Florida; Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Consultant shall submit proof of experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Consultant; and client's name, address, telephone number and e-mail address.

4.2.4 Tab D: 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 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) for the City.

4.2.5 Tab E: 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 scope of work. Also provide information on your firm's current workload and how this contract 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, if applicable to the disciplines of engineering services that you're responding to.

4.2.6 Tab F: References

Provide at least three (3) references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and current E-mail addresses (E-mail will be primary means of contact).
- Description of work.
- Date project began and completion date. (List whether it was on time and on budget)
- Beginning and ending project budget.
- Number of amendments and change orders.
- List any stop work orders and reasons.

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

4.2.7 Tab G: Financial Resources

Provide a financial summary statement in writing, signed by a duly authorized representative, stating the present financial condition of the Proposer, and disclosing information as to Proposer's involvement in any prior or current bankruptcy proceedings.

4.2.8 Tab H: Legal Proceedings and Performance

Provide a letter on your firm's letterhead indicating if your firm has paid liquidated damages and/or if your firm has been terminated for default. Provide details of these occurrences and the associated projects. If your firm has not paid liquidated damages or been terminated for default include this on a letter with your firm's letterhead.

Provide a list of legal proceedings against your firm in the last five years. This shall include legal proceedings for the entire company.

1. Arbitrations; List all arbitration demands filed by or against your firm in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.

2. Lawsuits: List all lawsuits (other than labor or personal injury litigation) filed by or against your firm in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

3. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past five years concerning any labor practices by your firm. Identify the nature of any proceeding and its ultimate resolution. Identify any lawsuits, administrative proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of your company in the last five years. Identify the nature of any proceeding and its ultimate resolution.

4. Bankruptcies: Has your firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

5. Has a contract to which you were a party even been terminated by the other party?

6. Have you ever had to use bonding moneys to complete a project or to pay a subconsultant or supplier?

4.2.9 Tab I: Required Forms (Under Section 6-Required Forms)

Include all of the following required forms provided in Section 6.

a. Drug-Free Workplace Program

b. Non-Collusion Affidavit

c. References Questionnaire

d. Statement of Qualification Certification

e. Sworn Statement Pursuant to Section 287.133(3)(a)

f. Hold Harmless and Indemnity Clause

g. Solicitation, Giving and Acceptance of Gifts Policy

h. Exhibits (FDOT Forms)

A. FDOT Form 375-030-30 Truth in Negotiation Certification
B. FDOT Form 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility Exclusion
C. FDOT Form 375-030-33 Certification for Disclosure of Lobbying Activities
D. FDOT Form 375-030-34 Disclosure of Lobbying Activities
E. FDOT Form 375-040-84 Local Agency Program Federal-Aid Terms
F. Sample Professional Services Contract
G. Performance Evaluation of Consultants Form

4.3 By submitting a 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 Statues.

4.4 Before awarding a contract, the City reserves the right to require that a firm submit such evidence of their 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 the 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 designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the Statement of Qualifications (SOQs) as submitted. **Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultants' Competitive Negotiations Act (CCNA) and the Federal Brooks Act.**

5.1.2 The committee shall review and evaluate proposals, then rank the short-listed firms based on the information provided in the materials presented, the firm's responses to the Request for Qualifications (RFQ), and deliberations of the Evaluation Committee at publically 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 and execute a contract with the top ranked firm(s). If the City is unable to reach an agreement with the top ranked firm(s), negotiations will be cancelled at the sole discretion of the City. City staff will then begin negotiations with the next ranked firm(s) and so forth until an agreement is reached and a contract awarded.

5.2 Evaluation Criteria

5.2.1 Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

5.2.2 Each evaluation committee will first evaluate the Statement of Qualifications for each of the category items included in Section 5.2.3. Following their review, each selection committee member will score each firm by providing their score for each of the evaluation criteria items by using the scoring criteria. Once all the selection committee scores are finalized, the gross total score for each firm will be calculated by adding all categories per each selection committee member. Then, all gross total scores from all the selection committee members per firm will be added and averaged by the number of selection committee members. The final average score will be used to determine the firm's ranking.
Using the average scores each firm will be ranked as 1, 2, 3, etc. The highest average score will receive the highest ranking.

Sample Calculation Table – the following table has been provided to as an example to demonstrate the scoring calculation method and approach. Each selection criteria will carry a maximum amount of points which will be reflected on the selection committee's blank score card.

Sample Scoring Calculation

Total Scores from Selection Committee Score Card

Committee Score Card	Committee Member 1	Committee Member 2	Committee Member 3	**Gross Score**
Firm 1	95	85	90	**270**
Firm 2	90	82	75	**247**
Firm 3	85	80	70	**235**

Final Ranking Calculation

Firm Name	Gross Score	Firm Average Score	Firm Final Ranking
Firm 1	270	90.00	1
Firm 2	247	82.33	2
Firm 3	235	78.33	3

5.2.3 Initial Scoring Criteria

Category Title	**Description**	**Points**
Firm Qualifications and Experience	Overall approach, similar project experience and project management.	25
Organizational Profile and Project Team Qualifications	Professional experience and qualifications of team members,.	30
Approach to Scope of Work	Overview of proposed vision, ideas, and methodology, as it relates to meeting typical discipline project scope, construction budget and time-line for completion.	30
Past Performance and References	Provide at least three references, preferably from government entities, for completed projects with similar scope contained in this RFQ.	15

5.2.4 Tie Breaker

Submitting Firm Ranking: Evaluation Committee members shall rank the Submitting Firms based on the sum of points received from the initial screening completed by the Evaluation Committee and the final evaluation scoring. The Submitting Firm receiving the most combined points shall be considered to be the **most qualified or highest ranked** Submitting Firm (**"Firm 1"**). All remaining Submitting Firms shall be ranked in descending order based on total combined points received (**Firm 2, Firm 3, Firm 4**, and etc.). The Evaluation Committee will make a recommendation to award the highest ranked firm.

5.2.4.1 The first tie-breaker between identically scored Submitting Firms shall be the total number of times the applicable Submitting Firms are ranked as the **most qualified** (**"Firm 1"**) by individual Evaluation Committee members.

5.2.4.2 The second tie-breaker between identically scored Submitting Firms shall be the total number of times the applicable Submitting Firms are ranked as the **second most qualified** ("**Firm 2"**) by individual Evaluation Committee members.

5.2.4.3 The third tie-breaker between identically scored Submitting Firms shall be the total number of times the applicable Submitting Firms are ranked as the **third most qualified** (**"Firm 3"**) by individual Evaluation Committee members.

5.2.4The fourth tie-breaker shall be a coin flip, to be called in the air, by the tied Submitting Firm that held its discussions with Evaluation Committee first.

5.3 Contract Award

5.3.1 The City reserves the right to award a contract(s) to that Consultant(s) who will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its opinion, 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.

5.3.2 Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contracts on behalf of the City.

5.3.3 The City Manager shall appoint a contract administrator or project manager for each 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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: **NOT APPLICABLE TO FEDERALLY FUNDED PROJECT 287.087 F.S.**

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

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

_____ _____

SIGNATURE PRINTED NAME

_____

NAME OF COMPANY

RFQ Number: _____Title: _____

NON-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____**,** being first duly sworn, deposes and says that:

(1) He/she is _____ of _____, the Bidder that has submitted the attached Bid.

(2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

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

(SIGNED)_____

Title

Subscribed and sworn to before me this

_____day of _____,20___

My commission expires:

RFQ Number: _____Title: _____

REFERENCE QUESTIONNAIRE

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

Giving reference for: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

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

   A:

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

   A:

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

   A:

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

   A:

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

   A:

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

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

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

   A:

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

Name: _____ Title _____

Signature: _____ Date: _____

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 DBE : YES _____ NO _____

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

Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____
_____	_____	_____	_____

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 Proposer 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 hereby 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 OPENGOV you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

_____

_____

The below signatory hereby 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 hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees 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 five hundred dollars ($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

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 Statues, 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 Statues, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

`

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known_____

Or produced identification _____ Notary Public-State of _____

_____ my commission expires_____
(Type of identification)

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

RFQ 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.

FDOT LANGUAGE – IT IS REQUIRED PER LAP AGREEMENT

"To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT. The foregoing indemnification shall not constitute a waiver of the Department's or the City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the
the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

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."

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

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

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

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

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

_____ _____
SIGNATURE 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 the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid, vendor should be registered with OpenGov. Vendors may register with OpenGov (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at **hollywoodfl.org** to download an application and submit it to the Procurement Services Division.

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

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

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

1.2 Proposer's Responsibilities

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

A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFQ conditions. No plea of ignorance by the proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.

C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable county ordinances, state statutes and federal statutes, rules and regulations.

1.3 Preparation of Proposals

Proposals will be prepared in accordance with the following:

A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.

C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the 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. Proposers 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 Description of Supplies

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

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

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

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

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

1.5 Addenda

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

1.6 Rejection of Proposals

The City may reject a proposal if:

A. The Proposer fails to acknowledge receipt of an addendum, or if

B. The Proposer misstates or conceals any material fact in the proposal, or if

C. The proposal does not strictly conform to the law or requirements of the RFQ, or if

D. The City is under a pre- lawsuit claim or current litigation with the proposer.

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

1.7 Withdrawal OF Proposals

A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFQ response opening.

B. Proposals may be withdrawn prior to the time set for the RFQ response opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFQ response opening.

1.8 Proposals To Remain Open

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

1.9 Late Proposals or Modifications

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

1.10 Conflicts Within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the 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.

1.11 Clarification or Objection to Proposal Specifications

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

1.12 Competency of Proposers

Pre-award inspection of the proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms 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 herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

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

1.13 Qualifications of Proposers

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

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

1.14 Award of Contract

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

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

1.15 Basis for Award, Evaluation Criteria and Questions

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

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

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

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

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

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

1.16 Agreement

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

1.17 Notice to Proceed

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

1.18 Bid Protests

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

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

1.19 Preparation of Proposals

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

Requirements for Signing Proposal:

A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.

B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

C. All manual signatures must have the name typed directly under the line of the signature.

D. The above requirements apply to all RFQ addenda.

1.20 Examination of Proposal Documents

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

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

1.21 Public Records Law

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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

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

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

not required as part of this this RFQ, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the proposer.

1.22 Information

Questions or requests for clarification of the specifications shall be submitted through OpenGov and received by the Procurement Services Division by the date specified for a request for clarification.
Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020, telephone (954) 921-3223.

1.23 Proposals

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

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

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

1.24 Modification and Withdrawal of Proposals

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted at any time prior to the deadline for submitting proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a proposal will not prejudice the rights of a proposer to submit a new proposal prior to the proposal date and time. Except where provided in the following paragraph, no proposal may be withdrawn or modified after expiration of the period for receiving proposals.

If, within 24 hours after proposals are opened, any proposer 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 proposal, or that the mistake is clearly evident on the face of the proposal but the intended correct proposal is not similarly evident, then the proposer may withdraw its proposal and the Proposal Security will be returned.

1.25 Rejection Of Proposals

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

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

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

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

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

1.26 Audit Rights

The City of Hollywood, state and federal entities reserve the right to audit the records of the successful proposer for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five years after completion and acceptance by the City. If required by the City, the successful proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful proposer shall allow the City to inspect, examine and review the records of the successful proposer in relation to this contract at any and all times during normal business hours during the term of the contract.

The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs. All documents related to this project must be retained for a minimum of 5 years after final payment is issued.

1.27 Local, State And Federal Compliance Requirements

The Proposer 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 (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.

B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this solicitation must be accompanied by a completed Material Safety Data Sheet (MSDS).

C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

D. This Section applies only to any contract for goods or services of $1 million or more: The proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in Section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this contract at the City's option if the proposer is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (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.

1.28 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.

1.29 Debarred or Suspended Bidders or Proposers

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

This project is federally funded with assistance from the Florida Department of Transportation and the Federal Highway Administration. By submitting a Letter of Response (or Statement of Qualifications), the consultant certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or state Agency.

1.30 Collusion

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

1.31 Copeland "Anti-Kickback"

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

1.32 Force Majeure

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the City or proposer 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 proposer for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.33 Public Entity Crimes

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

1.34 Solicitation, Giving, and Acceptance Of Gifts Policy

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

1.35 Conflict of Interest

The proposer represents that:

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

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

1. Is interested on behalf of or through the proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work to which this Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the proposer or to the best of the proposer's knowledge, any subproposer or supplier to the proposer.

Neither the proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the proposer shall have an interest that is in conflict with the proposer's faithful performance of its obligations under this Agreement, provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

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

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

1.36 Discrimination

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

1.37 Advice of Omission or Misstatement

In the event it is evident to a proposer responding 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 responding proposer shall submit it via OpenGov .

1.38 Confidential Information

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

1.39 Governing Law

This contract, including appendices, and all matters relating to this contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. This shall apply notwithstanding such factors 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.

1.40 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.

1.41 Sovereign Immunity

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

1.42 Survival

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

1.43 Indemnification and Hold Harmless Agreement

The proposer 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 proposer or its employees, agents, servants, partners, principals, subproposers or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection and

endorsements required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the proposer and persons employed by or utilized by the proposer in the performance of the contract.

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, gents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

1.44 Patent and Copyright Indemnification

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

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

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

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

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

1.45 Advertising

Proposer 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.

1.46 Disclaimer

The City may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFQ, postpone or cancel at any time this RFQ process; or waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal(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 proposal, 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 this RFQ constitutes only an invitation to make a proposal to the City. The City reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases, the City shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

1.47 Trademarks

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

1.48 Right TO Request Additional Information

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

1.49 Proposal Preparation Costs

The proposer is responsible for any and all costs incurred by the proposer or his/her subproposers in responding to this Request for Proposals.

1.50 Additional Charges

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

1.51 Rights to Pertinent Materials

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

1.52 Insurance Requirements

Upon the City's notification, the proposer shall furnish to the Procurement Services Division Certificates of Insurance and required endorsements that indicate that insurance coverage has been obtained that satisfies the requirements outlined in section 2.14 of this RFQ.

1.53 Nature Of The Agreement

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

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

The proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the proposer shall perform the same as though they were specifically mentioned, described and delineated.

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

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

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

1.54 Authority of the City's Project Manager

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

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

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

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

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

1.55 Mutual Obligations

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

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

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

1.56 Subcontractual Relations

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

The proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services that the subproposer is to perform, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the proposer not to award any subcontract to a person, firm or corporation disapproved by the City in the City's sole and absolute discretion.

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

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

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

1.57 Prompt Payment: Late Payments by Proposer to Subproposer and Material Suppliers; Penalty:

When a proposer receives from the City any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within 15 working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a late charge in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such charge

shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The proposer shall include the above obligation in each subcontract it signs with a subproposer or material suppler.

1.58 Termination for Convenience *and* Suspension of Work

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

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

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

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

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

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

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

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

All compensation pursuant to this Article is subject to audit.

1.59 Event of Default

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

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

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

1. Treat such failure as a repudiation of this Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to taking over the performance of the services or any part thereof either by itself or through others.

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

1.60 Remedies in The Event of Default

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

A. Lost revenues;

B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and

C. Such other damages that the City may suffer.

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

1.61 Bankruptcy

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

1.62 Cancellation for Unappropriated Funds

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

1.63 Verbal Instructions Procedure

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

1.64 E-Verify

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

1.65 Budgetary Constraints

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

1.66 Exhibits

A. FDOT Form 375-030-30 Truth in Negotiation Certification
B. FDOT Form 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility Exclusion
C. FDOT Form 375-030-33 Certification for Disclosure of Lobbying Activities
D. FDOT Form 375-030-34 Disclosure of Lobbying Activities
E. FDOT Form 375-040-84 Local Agency Program Federal-Aid Terms
F. Sample Professional Services Contract
G. Performance Evaluation of Consultants Form

Section VIII

EXHIBIT FORMS

Exhibit A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

By:_____ _____
Date

Exhibit B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

Exhibit D

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the ____ day of _____, 2023, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and Click here to enter text., a corporation authorized to do business in the State of Florida, whose principal office is located at Click here to enter text., whose Federal I.D. number is Click here to enter text. (hereinafter referred to as "CONSULTANT").

WHEREAS, the Hollywood Beach Heights & Hollywood Country Estates Project is part of the Local Agency Program overseen by the Florida Department of Transportation Projects, which excludes the use of continuing services contracts; and

WHEREAS, as part of the Hollywood Beach Heights & Hollywood Country Estates Project, a Construction Engineering Inspection (CEI) engineering consultant is necessary; and

WHEREAS, the CONSULTANT specializes in Construction Engineering and Inspection services and provides such CEI services; and

WHEREAS, the Department of Design and Construction Management requires the expertise of CONSULTANT for the Construction Administration and Inspection to assist staff in implementing the Hollywood Beach Heights & Hollywood Country Estates Project.

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

SAMPLE

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the construction of the Hollywood Beach Heights & Hollywood Country Estates Project as more specifically outlined in the attached Exhibit "A".

The CONSULTANT'S Representative shall be: Click here to enter text.
Telephone No.: (xxx)xxx-xxxx

The City's Representative shall be: Jose Cortes, Director of Design & Const. Mgmt.
Telephone No.: (954) 921-3410

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and shall complete all services by TBD.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses, and also including any approved subcontracts shall not exceed a total contract amount of $Click here to enter text., as proposed by the CONSULTANT and accepted by the CITY. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The CONSULTANT will bill the City on a percent complete basis against the total amount set forth in Exhibit "A" for services rendered toward the completion of the Scope of Services and as outlined in Exhibit "A". It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.

B. Invoices received by the City from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within 30 days following the City Representative's approval. In addition to detailed invoices, upon request of the City's Representative, CONSULTANT will provide City with detailed periodic Status Reports on the project.

C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the City. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

SAMPLE

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

The CITY will conduct effective negotiations, including but not limited to the refined scope of work, the evaluation factors and their relative importance, and the CITY's independent estimate.

The CITY will request that the CONSULTANT submit an audit package to verify the costs. The package will include the following:

- Direct wage or salary rates on the form of payrolls and other supporting documentation of direct wages of Consultant and SUB-CONSULTANT personnel for each job classification identified. Direct salary rates are not negotiated per 23 CFR 172.11(b) (2).
- Indirect cost rates or multipliers.

The CITY will perform a determination of allowable costs in accordance with the Federal cost principles, including a detailed analysis of costs proposed by CONSULTANT using the audit package submitted by the CONSULTANT.

ARTICLE 5 – TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

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

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

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

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

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

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

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

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

All compensation pursuant to this Article is subject to audit.

SAMPLE

ARTICLE 6 - PERSONNEL

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

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

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

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

SAMPLE

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY 24 Operating Budget for this Contract.

ARTICLE 10 - INSURANCE REQUIREMENTS

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

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled, will not expire, and will not be materially modified until at least 30 days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings with a minimum A.M. Best rating of A-.

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

Certificates of Insurance must list the Florida Department of Transportation as an additional insured.

SAMPLE

REQUIRED INSURANCE

1. Commercial General Liability

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

A. Single Limit Bodily Injury & Property Damage

1.	General Aggregate	$ 2,000,000.00
2.	Products-Comp/Op Aggregate	$ 1,000,000.00
3.	Each Occurrence	$ 1,000,000.00
4.	Personal & Adv. Injury	$ 1,000,000.00
5.	Fire Damage	$ 50,000

The City, its employees, and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

2. Professional Liability

Professional Liability with minimum limits of $1,000,000.00 for each claim/$2,000,000.00 aggregate. If coverage is provided on a claims-made basis then coverage must be continued for the duration of this Contract and not less than one year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one year.

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

.3 Worker's Compensation Insurance

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

A. Workers' Compensation $500,000
B. Employer's Liability $500,000

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

SAMPLE

ARTICLE 11 - INDEMNIFICATION

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT and or its SUB-CONSULTANTS, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT .

The foregoing indemnification shall not constitute a waiver of the Department's or CITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes

SAMPLE

include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

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

ARTICLE 16 - DEBT

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

SAMPLE

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

The City and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Pursuant to Section 119.0701, Florida Statutes, any party contracting with CITY is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the City would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in that party's possession upon termination of its contract with City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to City in a format that is compatible with the City's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

SAMPLE

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

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

ARTICLE 21 - INTERPRETATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

SAMPLE

incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 - MODIFICATION OF SCOPE OF WORK

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

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

If the City elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in excess of $50,000 it must also first be approved by the CITY Commission and signed by the appropriate City Official authorized by the City Commission.

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

ARTICLE 26 - NOTICE

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

City of Hollywood, Dept. of Design and Construction Management
Attn: Jose Cortes
P.O. Box 229045
Hollywood, FL 33022

and if sent to the CONSULTANT shall be mailed to:

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

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

SAMPLE

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH NGF CONSULTING, INC.

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

ATTEST:

The City of Hollywood, a municipal Corporation of the State of Florida

_____
Patricia A. Cerny, MMC, City Clerk

By: _____
George R. Keller JR CPPT, City Manager

Approved as to form & legal sufficiency for the use and reliance of the City of Hollywood, Florida, only.

Approved by: _____
David E. Keller,
Director of Financial Services

_____
Douglas R. Gonzales, City Attorney

AS TO CONSULTANT

Click here to enter text.

ATTEST:

_____
Corporate Secretary

By:_____
Signature
Title: _____

SAMPLE

Exhibit G

PROFESSIONAL SERVICES CONSULTANT WORK PERFORMANCE EVALUATION

STATEMENT OF POLICY:

It is the policy of the City of Hollywood (City) to establish a method for evaluating and reporting the work performance of professional services consultants under contract.

For work receiving Federal funds, which are overseen by the Florida Department of Transportation, through the Local Agency Program require evaluation per 23 CFR 172.

PURPOSE:

The City contracts with professional services consultants to provide a variety of services to the City. This procedure provides the City with a means of evaluating the work performance of those consultants. For all professional services contracts, the consultant's work performance for each advertised major type of work must be evaluated by the PM. Consultants may also be evaluated on minor types of work if that work is considered significant by the PM. Contracts which do not exceed Category Two thresholds, as established by ***Section 287.017, F.S.***, are exempt and do not require evaluation.

SCOPE:

This procedure will apply to all professional services contracts and Design-Build contracts.

Principal users of this procedure will be project managers.

DEFINITIONS:

City Hall: The City's headquarters offices, located in Tallahassee.

Consultant Evaluation (CE) System: City's enterprise application consultant evaluation system.

Construction Engineering and Inspection (CEI): Personnel, whether consultant or City employee, providing construction engineering and inspection services.

Construction Project Manager (CPM): The City employee whose duties include managing CEI consultant contracts.

Design Project Manager (DPM): The City employee whose duties include managing design consultant contracts.

Director of the Design and Construction Management Department (Director): The City representative working for the City Construction Engineer, who administers the Consultant CEI work program.

ESS Construction Manager (ESSM): The engineer appointed by the Director to hold the title of ESS Construction Manager and who serves to manage all City functions pertaining to construction of City projects.

City Engineer (CE): The engineer appointed by the City Manager to hold the title of City Engineer and who serves to manage all City functions pertaining to design of City projects.

Notice to Proceed (NTP): Notification given by the City's Project Manager to the consultant to begin work on the contract Scope of Services, or part thereof, on which date the timing of periodic evaluations of the consultant begins.

Project Manager (PM): A City employee whose duties include managing professional service contracts between consultants and the City.

Technical Reviewer: A designated technical expert for a specific type of work who has reviewed the consultant's work product.

Type of Work: The City has categorized the types of professional services it generally requires into a Type of Work listing in ***Rule 14-75.003, F.A.C.*** These types of work are

the basis for qualification of consultants.

1. ALL PERFORMANCE EVALUATIONS

1.1 Processing of Evaluation

For each major type of work advertised, evaluations on contracts shall be entered by the PM into CE. Upon completion of all prescribed City approvals, CE automatically emails evaluations to recipients designated in CE.

To assure all parties' understanding, the City's PM shall discuss the evaluation rating criteria with consultant PM before the consultant begins work.

The City's PM is responsible for completing interim and final performance evaluations. The PM shall discuss the evaluations with consultant before entry into CE to provide an opportunity for communication and feedback on the level of performance.

1.2 Evaluation Scale

The consultant evaluation rating scale shall be as follows:

5 = Outstanding performance

4 = Above Satisfactory performance

3 = Satisfactory performance

2 = Below Satisfactory performance

1 = Unacceptable performance

Comments are encouraged for every assigned rating, but must be entered in the comment section for a rating of 5 or 1.

2. PERFORMANCE EVALUATIONS FOR CEI CONSULTANTS

2.1 The evaluation of a CEI consultant shall be performed by the CPM, and shall be provided on the following schedule:

(A) The CPM shall complete the initial interim evaluation at the end of the first full quarter of contract performance. Quarters are defined as follows:
1st Quarter: January – March
2nd Quarter: April – June
3rd Quarter: July – September
4th Quarter: October – December

(1) Interim performance evaluations shall be completed within 30 days after the end of the quarter.

(2) The final evaluation shall cover the period from the previous evaluation to the end of the contract.

(3) The evaluation of the overall performance for the entire contract period shall be the average of all evaluations (interim and final)for the contract, and is automatically calculated in CE.

(B) The CPM shall distribute the evaluation and any follow up correspondence as follows:

(1) Evaluation is 3.0 or greater: Consultant and Director of the Design and Construction Management Department receive a copy for information.

(2) Evaluation is less than 3.0:

ESSM: Receives a copy for disposition. The ESSM may direct that the evaluation be changed to 3.0 or greater, upon which step (1) above shall apply. The ESSM may agree with the evaluation, upon which the following shall apply:

a. The **Consultant** receives a copy. The transmittal letter shall indicate what corrective action is necessary and the related time frame and request a response to this action.

b. The **Director of the Design and Construction Management Department** receives a copy.

c. The **Director of the Office of Construction** receives a copy from the ESSM.

(C) Commendatory or critical comments shall be included in the evaluation to fully explain the intent of the evaluation. The CPM

shall provide as much documentation as deemed necessary to fully explain the conditions encountered in the field. Input provided by appropriate City and construction contractor personnel should be considered.

2.2 CEI consultant evaluations shall be completed using either the project-specific CEI evaluation criteria or the CEI Hybrid criteria, applicable.

2.3 If a particular performance test item does not apply to a project, it should not be used in the calculation of the weighted average for the performance test area.

2.4 The consultant CEI performance evaluation is a summary record of the CPM's in-depth reports of the CEI Consultant, the Quality Assurance Reviews prepared by the Specialty Engineer from the Office of Construction, and the Federal Highway Administration (FHWA) Monthly Field Reports. These source documents should be used as the basis for preparation of this performance evaluation and shall serve as the in-depth, back-up data needed to substantiate the numerical evaluation given.

2.5 The City's PM may offer the consultant CEI the opportunity to request a meeting to discuss a grade with the ESSM **within ten calendar days of receipt of the evaluation**. The ESSM shall consider any information submitted by the consultant and decide whether the performance evaluation will be revised. The ESSM's decision is final.

3. PERFORMANCE EVALUATIONS FOR NON-CEI TYPES OF WORK

The PM for the consultant contract shall complete an evaluation of the prime consultant's performance in the following areas:

- Schedule
- Management
- Quality
- Constructability (for contracts that produce construction plans)

3.1 Evaluation Areas

(A) **Schedule:** Prepared by the PM for the contract, this evaluation reflects the consultant's performance in meeting the contract schedule. Criteria for the schedule evaluation can be found in CE.

(B) **Management:** Prepared by the PM for the contract, this evaluation reflects the consultant's performance in managing the contract. The following areas shall be considered when performing thisevaluation:

- Administration of Contract
- Management of Issues and Resources
- Communication, Documentation and Coordination
- Execution of Work
- Post Design Services (completed with constructability evaluation)

Criteria for each area of the Management Evaluation can be found in CE.

(C) **Quality:** Prepared by the PM or the technical reviewer for each major type of work included in the advertisement for the services, this evaluation reflects the consultant’s attention and concern to the established quality assurance plan and delivering a quality service and product.

Quality evaluation criteria for individual work types can be found in CE. This includes any specific criteria regarding the evaluation responsibility of the PM, the technical reviewer and any additional concurrence requirements for the specific quality evaluation.

For advertised types of work other than those pre-qualified by the City, Category 99 shall be used, with appropriate criteria aCEd by the PM.

Sub-consultant: A quality evaluation shall be assigned to any pre-qualified sub-consultant named in the contract who performs a major type of work, or who signs and seals design plans. At the option of the PM, the prime consultant may receive a quality evaluation in the same types of work performed by the sub-consultant.

(D) **Constructability (Post Construction):** The ***Constructability Evaluation*** reflects the design consultant's ability to develop constructible (practical, accurate, complete, and cost effective) construction plans. For all professional services contracts resulting in construction plans, the CPM shall prepare an evaluation of the constructability of the design consultant's plans and a management evaluation on the performance of post design services. In preparing

these evaluations, the CPM shall solicit input from the construction contractor and the consultant's project administrator. After review of the comments received from the construction contractor, appropriate comments shall be entered on the evaluation by the CPM. The evaluation shall be reviewed by the DPM for concurrence prior to entry into CE and prior to distribution to the design consultant. Specific criteria for the ***Constructability Evaluation*** and the ***Post-Design Services Management Evaluation*** can be found in CE.

3.2 When to Evaluate

For professional services contracts resulting in the production of construction plans, an evaluation is required according to the matrix below, but not to exceed 12 months since the last evaluation or ***Notice to Proceed***.

	Schedule	Management	Quality	Constructability
Phase 2 plans review	√	√	√	
Final Design	√	√	√	
Final Construction		√		√

A constructability evaluation and a management evaluation for post design services shall be performed within 30 days after final acceptance of the construction contract.

For contracts that do not produce construction plans, an evaluation is required for each 12 months of contract period from the ***NTP***. A final evaluation shall be made within 30 days after completion and acceptance of basic services.

The evaluation of the overall performance for the entire contract period shall be the average of all evaluations (interim and final) for the contract. It is automatically calculated in CE.

For all professional services contracts, additional evaluations may be submitted upon completion of critical phases of work, such as preliminary design, submittal of draft environmental documents, phase submittals, reports and completion of ***Task Works Orders (TWO)***. Reasons to be considered for submitting additional evaluations include:

- Recognition of outstanding performance
- Notification of unacceptable performance
- Requests from the consultant based on possible improved performance

3.3 Composite Evaluation

A composite evaluation shall be available at any point during the contract. The composite evaluation shall be calculated automatically by CE and shall include all evaluations completed up to that point in time. All evaluations associated with the contract shall be part of the calculation to determine the Final Composite Evaluation for the contract. The composite evaluation shall be calculated as follows:

(A) Contracts that Produce Construction Plans:

(1) Design: A composite evaluation calculated during the design phase of the project shall be calculated as follows:

Schedule (S): Average of all schedule evaluations. This average shall be 25% of the composite evaluation calculated during the design phase.

Management (M): Average of all management evaluations. This average shall be 25% of the composite evaluation calculated during the design phase.

Quality (Q): Average of all quality evaluations. This average shall be 50% of the composite evaluation calculated during the design phase.

Composite Evaluation = (0.25 x S) + (0.25 x M) + (0.50 x Q)

(2) Construction: A composite evaluation calculated during the construction phase of the project shall be calculated as follows:

Schedule (S): Average of all schedule evaluations. This average shall be 25% of the composite evaluation calculated during the construction phase.

Management (M): A weighted average of all the management evaluations completed during the design and construction phase. The management evaluations made during design shall be 70% of the weighted average, while the management evaluations completed during construction shall be 30% of the weighted average. This weighted average shall be 25% of the composite evaluation calculated during the construction phase.

M = 0.70 x (average of management evaluations during design) +0.30 x (average of management evaluations during construction).

Quality (Q): Average of all quality evaluations. This average shall be 25% of the composite evaluation calculated during the construction phase.

Constructability (C): The Constructability evaluation shall be conducted once at completion of construction. This average shall be 25% of the composite evaluation calculated during the construction phase.

End of Construction Composite Evaluation shall be calculated as follows:

Composite Evaluation = (0.25xS) + (0.25xM) + (0.25xQ) + (0.25xC)

(B) All other Contracts:

Schedule (S) = Average of all schedule evaluations. This average shall be 25% of the composite evaluation.

Management (M) = Average of all management evaluations. This average shall be 25% of the composite evaluation.

Quality (Q) = Average of all quality evaluations. This average shall be 50% of the composite evaluation.

Composite Evaluation = (0.25 x S) + (0.25 x M) + (0.50 x Q)

3.4 The City PM may offer the consultant the opportunity to request a meeting to discuss a grade with the office head to whom the PM reports **within ten calendar days of receipt of the evaluation**. The office head shall consider any information submitted by the consultant and decide whether the grade will be revised. The Office head's decision is final.

4. PERFORMANCE EVALUATIONS FOR DESIGN-BUILD CONSULTANTS

Design-Build performance evaluations shall be entered into CE.

CPM for the Design-Build contract shall coordinate with the DPM and complete an evaluation of the Design-Build consultant's performance in the following areas:

- Quality
- Constructability

4.1 Evaluation Areas

Design-Build Consultant Performance Evaluations include specific criteria regarding the evaluation responsibility of the PM and the technical reviewer and additional concurrence requirements for specific quality and constructability evaluations. Evaluations shall be entered in CE.

(A) **Quality (Q):** For each Professional Services Work Type included in the advertisement for the services, the CPM and DPM shall conduct a quality evaluation. This evaluation reflects the consultant's attention and concern to the established quality assurance plan and delivering a quality service and product.

Subconsultant: A quality evaluation shall be assigned to any pre-qualified sub-consultant named in the contract who performs a major work type, or who signs and seals design plans. At the option of the PM, the design consultant may receive a quality evaluation in the same types of work performed by the sub-consultant.

(B) **Constructability (C):** The constructability evaluation reflects the design consultant's ability to develop constructible (practical, accurate, and complete) construction plans. For all contracts resulting in construction plans, the CPM shall prepare a constructability evaluation of the design consultant's plans. Appropriate comments shall be entered on the evaluation by the CPM and DPM. The evaluation shall be reviewed and signed by the CE and ESSM for concurrence prior to distribution to the design consultant. Specific criteria is in CE.

4.2 When to Evaluate

Evaluation is required according to the matrix below.

	Quality	Constructability
Final Acceptance	√	√

Quality evaluations: Additional (interim) evaluations may be conducted. Reasons to be considered for submitting additional evaluations include:

- Recognition of outstanding performance
- Notification of unacceptable performance
- Requests from the consultant based on possible improved performance

The constructability evaluation shall be performed within 30 days after final acceptance of the construction contract.

4.3 Composite Evaluation

A composite quality evaluation shall be the average of all interim quality evaluations, including the final quality evaluation.

A composite overall evaluation shall be calculated as follows:

Composite overall evaluation = (0.50xQ) + (0.50xC)

4.4 The City's PM may offer the Design-Build consultant the opportunity to request a meeting to discuss a grade with the CE and ESSM **within ten calendar days of receipt of the evaluation**. The CE and ESSM shall consider any information submitted by the consultant and decide whether the performance evaluation will be revised. The decision of the CE and ESSM is final.

5. TRAINING

The Department of Design and Construction Management will develop and deliver training in the use of this procedure on an as-needed basis.

6. FORMS

Not applicable.