



REQUEST FOR PROPOSALS

RFP-017-23-RS

COMPREHENSIVE FLEET MANAGEMENT SERVICES

FOR THE

CITY OF HOLLYWOOD, FLORIDA (CITY)

RFP Issue Date: November 10, 2022

Questions Due Date: November 23, 2022

Submittal Due Date: December 1, 2022, at 3 p.m. ET

**CITY OF HOLLYWOOD
RFP-017-23-RS
COMPREHENSIVE FLEET MANAGEMENT SERVICES**

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SECTION I – INTRODUCTION

1.1 **Purpose**

The City of Hollywood, Florida (City) is seeking responses from qualified and experienced firms, hereinafter referred to as the Contractor, to provide **Comprehensive Fleet Management Services** for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. ***Comprehensive Fleet Management Services shall consist of the following two components: 1) Routine Fleet Maintenance and Repairs 2) Vehicle Replacement Program. Contractors may bid on one or both components in response to this solicitation for Comprehensive Fleet Management Services.*** Responses to this solicitation are due by **December 1, 2022, at 3:00 PM EST**, and will be opened in a virtual public setting on **December 1, 2022, at 4:00 PM EST** at <https://cohfl.webex.com/cohfl/j.php?MTID=m4f53b8f1afdc33221543c15edf226a4>

Submittals shall be received electronically through OpenGov, no hard copies will be accepted under this solicitation.

Submittals shall be considered an offer on the part of the Contractor/Contractor, 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.

1.2 **Pre-Proposal Conference and/or Site Visit (Non-Mandatory)**

There will not be a pre-proposal conference or site visit for this solicitation.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.3 **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 Contractor's inability to submit a proposal by the proposal end date and time for any reason, including issues arising from the use of OpenGov.

1.4 **Point of Contact**

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Randy Stovall, Contracts Compliance Administrator at rstovall@hollywoodfl.org or by phone at (954) 921-3552, Such contact is to be for clarification purposes only. All questions must be submitted in writing via OpenGov in order to receive a response **by November 22, 2022, by 3:00 PM EST**.

Project Manager: Peter Briel, Acting Fleet Services Superintendent, Public Works, email: pbriel@hollywoodfl.org or by phone at (954) 967-4555.

For information concerning technical specifications, please utilize the question / answer feature provided by OpenGov at <https://procurement.opengov.com/portal/hollywoodfl>. Questions of a material nature must

be received prior to the cut-off date specified in the solicitation schedule. 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). Contractors please note: No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in OpenGov shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Contractor to ensure that their proposal is submitted electronically through OpenGov at <https://procurement.opengov.com/portal/hollywoodfl>.

1.5 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 Contractors and Contractor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential Contractors or Contractor'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 Contractor or Contractor'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 Contractor or Contractor's representative from making public presentations at a duly noticed pre-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.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Point of Contact 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 to be performed or the solicitation process 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 solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. 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

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

2.3 Contractor's Costs

The City shall not be liable for any costs incurred by Contractors in responding to this solicitation.

2.4 Pricing/Delivery

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in Section III.

2.5 Price Validity

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Contractor.

2.6 No Exclusive Contract

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another Contractor at the City's sole option.

2.7 Responsive

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

2.8 Responsible

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.

2.9 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in Section III of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to

perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City.

2.10 Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible Contractor, quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

The City, in all solicitations or advertisements for purchasing of goods, supplies, materials, equipment and services, will receive consideration from qualified businesses without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.11 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in Section III.

2.12 Contract Period

The initial contract term shall commence upon date of award by the City for a five (5) year term. The City reserves the right to renew the contract for two additional two-year terms, providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor 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 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.13 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.14 Rules and Submittals of Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.

2.15 Conflict of Interests Prohibited

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with [Section 34.02](#) of the City Code 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, Procurement Office at 954-921-3299.

2.16 Protest Procedure

Any 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 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>).

2.17 Insurance Requirements

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

A. Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:

Combined Single Limit	\$1,000,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

C. Worker's Compensation Insurance Prior to the commencement of work governed by this contract, the contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable State statutes.

Limits of Liability: Statutory-State of Florida

Covering the contractor and the contractor's employees with not less than the following limits:

Employers Liability:
\$500,000, bodily injury by accident
\$500,000 bodily injury by disease, each employee
\$500,000 bodily injury by disease, policy limit

D. Garage Keepers Legal Liability

Coverage must be afforded in an amount of \$1,000,000.00 in Garage Keepers liability. Coverage shall be purchased for the Contractor's liability for damage or other loss, including comprehensive and collision risks, to the vehicles while in the care, custody, and control of the Contractor. Coverage form must be on a direct primary basis with limits

equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Contractor at any one time.

E. Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount of \$1,000,000.00 in pollution liability to cover the cleanup costs and damage to natural resources that may result from a spill of any hazardous materials (i.e., oil and gasoline) under the solicitation.

F. Garage Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the Contractor and the Contractor's employees for the Contractor's garage and related operations while all vehicles covered under this solicitation are in the care, custody, and control of the Contractor. Any subcontractors shall supply similar insurance required of the Contractor. Any subcontractors must submit certificate(s) of insurance to include name the City of Hollywood as additional insured in the general liability and auto liability policies.

The City of Hollywood needs to be the certificate holder as per the following format:

***City of Hollywood (nothing else on this line)
2600 Hollywood Blvd.
Hollywood, FL 33020***

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

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Contractor 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 Agreement or extension thereunder is in effect.

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

The City reserves the right to require additional insurance in order to meet the full value of the contract.

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

2.18 Uncontrollable Circumstances (Force Majeure)

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 2.19.1** The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 2.19.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
- 2.19.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 2.19.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.19 Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing 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 responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

2.20 Debarred or Suspended Contractors or Contractors

Firm(s) 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, state, county or municipal department or agency.

2.21 Public Records

A. Public Records/Trade Secrets/Copyright:

All responses will become the property of the City. The Consultant's response to the solicitation 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 solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.

Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, 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 solicitation 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 SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION 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.

2.22 Tie Breaker

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low Contractor(s) with the following items (in this order): (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087, (2) local Hollywood Contractor preference, (3) closest proximity/location to project site or City Hall, and/or (4) minority-owned or disadvantaged business status. If a tie still exists after the aforementioned tiebreakers are utilized, the Chief Procurement Officer will make a recommendation for award among the tied Contractors.

END OF SECTION

SECTION III - SCOPE OF WORK/SERVICES

3.1 Project Description

The City of Hollywood, Florida is seeking responses from qualified Contractors, including motor vehicle manufacturers and dealers/certified representatives, to provide Comprehensive Fleet Management Services to the City in accordance with this solicitation. ***Comprehensive Fleet Management Services shall consist of the following two components: 1) Routine Fleet Maintenance and Repairs and a 2) Vehicle Replacement Program. Contractors may bid on one or both components in response to this solicitation for Comprehensive Fleet Management Services.*** Awards made under this solicitation will include, but not be limited to, furnishing all labor, materials, equipment, and incidentals required to provide full-service fleet management services including, but not limited to, preventative maintenance, repairs, procurement, and the secure deliver of vehicles. Furthermore, the City is seeking the awarded Contractor to provide these services off site either through their contracted or sub-contracted facilities. Proposals with the capacity to operate facilities (either Contracted or Subcontracted) off site within the City of Hollywood area will receive higher scoring considerations during the evaluation phase of the solicitation.

Currently, The City of Hollywood's Public Works Department Fleet Management Division oversees and manages the maintenance, repairs, and procurement program of all City of Hollywood fleet vehicles. These vehicles include, but are not limited to, administrative vehicles, pursuit vehicles, and heavy equipment. The Fleet Management Division maintains and operates a Central Garage located at 1600 South Park Road, Hollywood, FL. There are occasions when the City must operationally contract out for certain service classifications to be performed by qualified outside Contractors, during which automobile, truck and equipment body work, collision damage repair, painting, miscellaneous mechanical repairs, and preventative maintenance are required. The selected Contractor under this solicitation must demonstrate the knowledge, skills, abilities, capacity, resources, and infrastructure to manage full-service maintenance on all inventory fleet vehicles as required.

The City of Hollywood's fleet consists of approximately one thousand and forty-four (1044) vehicles and equipment, which consist of five hundred and twelve (512) in the general fleet and five hundred and thirty-two (532) in the police fleet.

3.2 Technical Specifications:

3.2.1 Auto Body Repairs:

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with this solicitation include, but are not limited to, the following:

- A. The Contractor shall be responsible for making general body repairs to include, but not limited to, damaged vehicles, accidents, and vandalism to the City of Hollywood owned or maintained vehicles or fleet equipment.
- B. The estimate for repairs shall clearly indicate supplied parts and repair materials as:
 - 1. New Original Equipment Manufacturer (OEM)
 - 2. New "after-market", or
 - 3. Used OEM

- C. Labor estimates shall be based upon and supported by standard reference publications generally recognized for use by the body repair industry, such as CCC Pathways software, Mitchell's or Motor's Collision Repair manuals. The estimate shall state the reference publication used.
- D. The quality of the completed work for fit, finish, sheet metal work, overall painting and patching must be acceptable to the City and in compliance with standard industry best practices. The Director of the Public Works Department or his/her designee shall verify quality of work completed as compliant. The standard applied shall consist as follow:
 - 1. Repaired surface area will match the rest of the vehicle in color, fit and/or finish
 - 2. All body and repair parts or materials used in the repairs shall be certified by their manufacturer as meeting Original Equipment Manufacturers (OEM) specifications.
- E. When non-OEM body parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by Contractor as being equal in kind and quality in terms of fit, performance and overall quality to the original manufacturer parts they are replacing.
- F. The awarded Contractor will be required to inspect and accept all completed work in accordance with industry fleet management best practices and specifications under this solicitation. Any discrepancies or shortages will be addressed by the selected Contractor at the end of the final inspection. Final inspection will be performed and approved by the selected Contractor. All corrections shall be made at the Contractor's expense including pick-up and delivery of vehicle. Corrections are to be completed within three (3) business days.
- G. Performance. The City will monitor the awarded contract to the selected Contractor under this solicitation and will meet with Contractor on a weekly basis to ensure contract compliance.
- H. Contractor shall be liable for security and safekeeping of the City's vehicles to include attachments, components, emergency signal equipment and radios when left with Contractor for repairs.
- I. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing Automotive Body Repair. Records of all hazardous waste removal shall be made available to the City or its assigned agents.
- J. Contractor shall have adequate facilities or established ongoing subcontracts in place with vendors having adequate facilities to provide full-service fleet management services for pickup and delivery of vehicles. Contractor will maintain an OSHA approved paint booth. All repairs shall be performed at the Contractor facilities using its own equipment including but not limited to alignment.
- K. Contractor shall furnish an itemized invoice showing work hours per class of employee, materials, and quantity, etc., along with a copy of material cost invoice in detail to the City of Hollywood.
- L. Contractor agrees to accept such work as the City determines to be an emergency and further agrees to give such emergency work priority to get emergency vehicles

operational as soon as possible. The City may declare any work to be an emergency, as all vehicles are used regularly in public safety or emergency work.

- M. Contractor guarantees to perform services under this Agreement in a professional manner with personnel that are certified in the performance of these repairs. The Contractor shall furnish a warranty for all parts and labor for a period not less than one (1) year from date of installation on the vehicles. Failure to meet minimum standards at the determination of the City will be considered cause for the City to cancel the Contract and shall extend to any work in progress without liability to the City for work performed.
- N. Contractor agrees to charge for services the actual hourly rates shown as submitted on the bid form and shall be governed by any predetermined repair time that may be customarily used in calculating charges for work performed, i.e., Mitchell Manual Standards.

3.2.2 Preventative Maintenance and Repairs:

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with this solicitation include, but is not limited to, the following:

- A. The Contractor shall be responsible for management of general mechanical repairs related to preventative maintenance or component failure to the City of Hollywood's owned or maintained vehicles or fleet equipment. Police vehicles are on a 3-month preventative maintenance program, however the Director of the Public Works Department or his/her designee may opt for a difference preventative maintenance schedule on an as needed basis. (Fleet Inventory List in Attachment A).
- B. The estimate shall clearly indicate supplied parts and repair materials as:
 - 1. New Original Equipment Manufacturer (OEM)
 - 2. New "after-market", or
 - 3. Used OEM
- C. Labor estimates shall be based upon and supported by standard reference publications generally recognized for use by the repair industry, such as Mitchell's or Motor's Repair manuals. The estimate shall state the reference publication used.
- D. The quality of repair/service must be acceptable to the City and in compliance with standard industry best practices. The Director of the Public Works Department or his/her designee shall verify quality of work completed as compliant. The standard applied shall consist as follow:
 - 1. All repair parts or materials used in the repairs shall be certified by their manufacturer as meeting Original Equipment Manufacturers (OEM) specifications.
- E. When non-OEM parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by Contractor as being equal in kind and quality in terms of fit, performance and overall quality to the original manufacturer parts they are replacing.
- F. The awarded Contractor will be required to inspect and accept all completed work in accordance with industry fleet management best practices and specifications under this

solicitation. Any discrepancies or shortages will be addressed by the selected Contractor at the end of the final inspection. Final inspection will be performed and approved by the selected Contractor. All corrections shall be made at the Contractor's expense including pick-up and delivery of vehicle. Corrections are to be completed within three (3) business days.

- G. Performance. The City will monitor the awarded contract to the selected Contractor under this solicitation and will meet with Contractor on a weekly basis to ensure contract compliance.
- H. Contractor shall be liable for security and safekeeping of the City's vehicles to include attachments, components, emergency signal equipment and radios when left with Contractor for repairs.
- I. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing Automotive Service Repair. Records of all hazardous waste removal shall be made available to the City or its assigned agents.
- J. Contractor shall have adequate facilities or established ongoing subcontracts in place with vendors having adequate facilities to provide full-service fleet management services for pickup and delivery of vehicles. Contractor will maintain an OSHA approved maintenance facility. All repairs shall be performed at the Contractor facilities using its own equipment.
- K. Contractor shall furnish an itemized invoice showing work hours per class of employee, materials, and quantity, etc., along with a copy of material cost invoice from the Contractor source of supply suitable in detail to the City of Hollywood.
- L. Contractor agrees to accept such work as the City determines to be an emergency and further agrees to give such emergency work priority to get emergency vehicles operational as soon as humanly possible. The City may declare work to be an emergency only with respect to vehicles used regularly in public safety or emergency work.
- M. Contractor guarantees to perform services under this Agreement in a first-class professional manner with personnel that are ASE certified in the performance of these repairs. The Contractor shall furnish a warranty for all parts and labor for a period not less than one (1) year from date of installation on the vehicles. Failure to meet minimum standards at the determination of the City will be considered cause for the City to cancel the Contract and shall extend to any work in progress without liability to the City for work performed.
- N. Contractor agrees to charge for services the actual hourly rates shown as submitted on the bid form and shall be governed by any predetermined repair time that may be customarily used in calculating charges for work performed, i.e., Mitchell Manual Standards.

3.2.3 Accident and Vandalism Repairs

- A. The Contractor will be responsible for processing accident repairs, working in conjunction with the City's Risk Management Claims Adjuster, including obtaining repair

estimates and bids, transportation of vehicles to/from the repair site (if required), repair quality and timeliness, and administration, including the payment of invoices (charged as non-contract on the Contractor's monthly invoice and not part of the Contractor's Targeted Budget), and coordination with Risk Management for collection of property damage claims.

- B. A minimum of three (3) competitive bids may be obtained for accident repairs, one of which can be the Contractor's. The City will monitor the bidding procedures used by the Contractor, and the City reserves the right to increase the required number of competitive bids or to preclude the Contractor from bidding, or both.

3.2.4 Security and Standard Quality of Repairs:

Security:

All City vehicles and equipment shall be kept secure and within a locked, fenced yard or indoors while in the possession of the awarded Contractor.

Repair Standards:

The quality of the finished work shall be of the best standards of the fleet management industry standards as to preparation of metals for repair, primer, and paint standards and finished quality of repairs. The successful awarded Contractor shall be required to consistently produce the best quality of work using modern facilities, methods, paints, and repair techniques performed by individuals knowledgeable and skilled in collision repairs, so the repairs conform with the original body alignment and contours as well as matching existing paint textures and colors in a manner consistent with Original Equipment Manufacturer (OEM) work quality. Where collision damage has caused structural damage or frame/chassis misalignment of any nature, the successful Contractor shall be required to align the frame using equipment currently used in the industry, with ASE certified personnel, to factory new standard frame/chassis/unibody alignment.

3.2.5 Warranty Requirements:

All labor, materials, supplies, paints, and parts etc., supplied by the awarded Contractors shall be covered by a one (1) year unconditional guarantee in addition to the guarantee listed below:

All services under this solicitation to include but not limited to preventative maintenance auto collision damage repairs, or refurbishment work, including paint, shall be guaranteed for one year against cracking, peeling, fading, or not maintaining OEM quality, chipping, rusting fillers coming loose, and other defects in materials or workmanship. Any such repairs, work, paint, or material becoming defective shall be redone to the City's satisfaction at no charge. Refusal of the Contractor to honor the guarantee, when requested shall be considered justifiable grounds for termination of awarded contract under this solicitation.

The Contractor will administer all warranties and recalls, both for vehicles and parts, associated with management of the City's fleet. The Contractor will be required to attempt to obtain authorization from various vehicle manufacturers to perform in-house

warranty work on City vehicles. Such work will be reimbursed directly to the Contractor by the manufacturer and the City will be held harmless from payment for such work. Work performed by the Contractor for which reimbursement is provided by the manufacturers will not be billed to the City. The Contractor can send warranty or recall work out to others, subject to applicable provisions of the manufacturer's warranty, when it is more cost-effective to the City to do so. The Contractor will be responsible for any deductible on work performed at a dealership. The cost of repairs made if a vehicle is sent out for suspected warranty work - and the suspected problem is not warrantied - will be absorbed by the Contractor as part of the annual maintenance cost.

3.3 Lease Purchasing Program/Vehicle Replacement:

Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a lease purchase/vehicle replacement program to the City's Fleet Inventory vehicles. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a lease purchase/vehicle replacement program that would benefit the City which is efficient and cost effective. Please provide how your firm will implement such a program.

3.4 License Administration Program:

Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a license administration program to the City's Fleet Inventory vehicles. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a license administration program to ensure all covered vehicles are properly licensed with City license plates (specialized yellow plates) that would benefit the City. Please provide how your firm will implement such a program.

3.5 Maintenance Program:

Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a Maintenance program to the City's Fleet Inventory vehicles. The maintenance program shall include but not limited to cover all essential maintenance and repairs for efficient vehicle operations, oil and other fluids between changes, tire repair and replacement, etc. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a maintenance program that would benefit the City which is efficient and cost effective. Please provide how your firm will implement such a program.

3.6 Maintenance Management Program:

Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a Maintenance Management program to the City's Fleet Inventory vehicles. The maintenance management program shall include but not limited to a comprehensive Enterprise Resource Planning system (i.e., work order and database management system) to manage all services performed on covered vehicles within the City's Fleet inventory. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a maintenance management program that would benefit the City which is efficient and cost effective. Please provide how your firm will implement such a program.

3.7 Fuel Management for Fleet Covered Vehicles:

Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a Fuel Management program to the City's Fleet Inventory vehicles while emphasizing the potential to rapidly transition to lower emissions fuels and, ultimately zero emissions vehicles to the greatest extent possible. The Fuel Management program shall include but not be limited to innovative methods to procure and sustain supply of fuel on covered vehicles within the City's Fleet inventory. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a Fuel Management program that would benefit the City, which is efficient, cost effective, and helps the City meet its greenhouse gas reduction goals. Fuel availability before, during and after a declared emergency is critical to the city's daily operation, Contractors must be able to provide a consistent supply of fuel for use as needed. Please provide how your firm will implement such a program.

3.8 Employment of Fleet Service Members (Non-Mandatory):

The City of Hollywood requests the awarded proposer discuss any opportunities to competitively interview and employ interested displaced full time fleet service employees for a period of 18 months providing the same wages and benefits as of the date of the awarded contract with the contractor or any of its subcontractors.

3.9 Green Fleet Policy:

For many years, the City has been transitioning its fleet to more efficient and alternative fuel vehicles, such as those powered by compressed natural gas, E-85 fuel, and gasoline powered hybrids to meet its adopted sustainability goals. The City is in the process of adopting a Green Fleet Policy that stipulates accelerating the transition to alternative fuel vehicles, including battery-powered electric vehicles, and equipment to further reduce its greenhouse gas emissions. This policy will apply to the vehicle fleet and equipment supplied under the awarded contract. Through this policy the City aims to purchase the most cost-effective, least polluting, fuel-efficient vehicles and fuel-using equipment possible that still meet the operational requirements of the intended use. The selected contractor will be required to comply with the City's established Green Fleet policy and implementation.

3.10 Additional Miscellaneous Fleet Services

New Vehicle Preparation and Vehicle Disposal

- A. The Contractor will prepare newly acquired vehicles for service. Preparation will include inspections; cleaning; installation of decals, vehicle numbers, and department names; and installation of accessory equipment and other special equipment.
- B. The Contractor will inspect all new vehicles as well as outsourced after-market work. Any incomplete installations or work and repairs necessary will be documented by the Contractor. If the Contractor performs the corrective work, the Contractor will submit to the Director of the Public Works Department or his/her designee or staff actual time and material costs for these repairs.
- C. The Contractor will support the City in its administration of the vehicle disposal program. This support includes making reasonable equipment and personnel available to the City to assure a successful disposal. Preparation for sale will include removing tags, decals

and special equipment; interior and exterior cleaning of vehicles (unless this work is included by the City in its contract with the auction company); performing minor repairs. Removal of certain equipment such as City radios, computer equipment, etc. will be handled by the appropriate in-house City departments.

- D. After being taken out of service, the Contractor will be responsible for arranging the parking of these vehicles on City property in a manner that is acceptable to both the City and the auctioneer.
- E. The vehicles taken out of service for sale are not to be stripped of parts or otherwise cannibalized by the Contractor without the express approval of the Director of Public Works Department or his/her designee.

User Abuse Repairs

It is the responsibility of the Contractor to notify the City whenever a vehicle shows suspected blatant abuse by the user. In such cases, the Contractor will proceed to repair the vehicle (subject to limitations specified elsewhere) and will provide the City with documentation of the suspected abuse. The City will then investigate, determine whether user abuse did occur and, if so, involve the user in the review of the damage and repair estimates, and inform the vehicle user of the findings for potential disciplinary actions as appropriate.

Emergency Service

The Contractor will comply with City employee reporting and call-out procedures associated with providing stand-by fleet maintenance and repair support during emergencies declared by the City. The City will notify the Contractor when an emergency situation exists, and the nature and anticipated duration of the response needed from the Contractor. The Contractor will be available to provide service with a full complement of personnel within one hour of notification that emergency services are required. The cost of labor (overtime) during emergency service will be treated separately from the annual maintenance and service budget.

Outside Repairs

The Contractor will be responsible for arranging, managing, and paying for the conduct of outside repairs and will have full responsibility for subcontracted work. The Contractor's plan for outside repair work will be stated in its proposal and approval from the City must be obtained before the plan is substantially changed. The plan will be reviewed as necessary to ensure that the outside repair remains the most cost-effective approach for the City. The Contractor will be responsible for the transporting of City vehicles to and from outside repair shops unless other arrangements are approved by the City and/or the respective using department.

Hours of Service

The Contractor must have their repair facilities open every day with the exception of City designated holidays and/or weekends.

Holidays

New Year 's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day Veteran's

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

The Contractor will always have at least one fully qualified mechanic on-call to support all City vehicle users. On-call service will be provided for all vehicles during emergencies, special events, and other occasions. The Contractor will describe how this will be managed in its proposal.

Vehicle Turnaround Time Standards

The following percentages of all maintenance and repair work must be completed within 24 hours of the vehicle's delivery to the garage or within 24 hours of notification of a maintenance requirement (excluding weekends and non-working holidays):

No more than 5% of all vehicles will be out-of-service for maintenance or repair for more than 48 hours per trip to the garage with the following exceptions:

- a. Accident or Vandalism Repair: the repair must be accomplished within twenty (20) calendar days from the date of damage notification.
- b. Vehicles Awaiting Repair Authorization from the City: In cases where the Contractor is awaiting repair authorization from the City to proceed with a given repair, the period from which turnaround time is measured will begin with the City's authorization to proceed with the repair.
- c. Major Component Overhauls or Replacements: Major component overhauls or replacements within the first four (4) months of the initial contract year will require written authorization from the City. The amount of time allowed for these repairs will be decided by the City as a function of the need for the vehicle and the nature of the repair.
- d. Vehicles Exempted by the City: In instances where the City decides that it would be in the City's best interest to temporarily waive vehicle turnaround performance standards for all or selected vehicles, the City will provide the Contractor written notification of this decision including specification of the time period for which these standards will be relaxed.

The Contractor is responsible for notifying the representatives of user departments by telephone, e-mail, or in person when any vehicle will be out of service for maintenance or repair for more than 24 hours.

Fleet Availability

The Contractor will maintain minimum availability rates by class as follows:

One-Ton or Smaller Vehicles	95% each workday
Larger than One-Ton Vehicles (Includes Construction Equipment)	95% each workday

& Other Specialty Equipment)

All other Vehicles

95% each workday

Rework

- a. All materials, parts, and workmanship furnished by the Contractor will be of high standards and free from defects and imperfections and meet all OEM standards and specifications. The Contractor will track and identify in its billings multiple repairs for the same deficiency on the same vehicle (rework) and will not bill the City for any rework that occurs within the following timeframes:
 - Engine and Transmission Overhauls - 12 months or 12,000 miles
 - All other Work - 90 days or 4,500 miles
- b. No more than fifteen (15) incidents of rework per month is the City standard for the Central Garage vehicles and equipment.
- c. All rework must be performed within 24 hours after City notification of corrective action.

Quality Assurance Program

The Contractor will implement a Quality Assurance Program for the management of the repair and maintenance of assigned vehicles. The program will include provisions for meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing fleet costs incurred by the City. The Contractor will include a detailed description of its proposed Quality Assurance Program in its proposal. The plan will address, at a minimum, the following items:

- Fleet Availability
- PM Performance
- Repair Performance
- Parts Availability
- Vehicle Safety and Reliability
- Customer Service
- Cost Reduction Initiatives

Environmental Compliance:

The Contractor shall demonstrate that they are in compliance with all City and State requirements related to the correct disposal of hazardous materials such as tire, used motor oil, etc.

Record Keeping and Reporting

- A. Contractor Records: Upon prior notice by the City, the Contractor will provide authorized City representatives access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans drawings, receipts, vouchers, timecards, and memoranda, and will provide to the City cost verification for work.

- B. Reference Files and Procedures: The Contractor will maintain, either electronically, hard copy, etc., a complete file of service manuals, parts manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. These records become the property of the City at contract termination or conclusion.
- C. Ownership of Records: All reference vehicle and equipment files and procedures and all fleet related electronic data are the property of the City.
- D. Weekly Report: The Contractor will generate a report summarizing the previous week's activities for delivery to the City on first business day of the following week. The exact content and format of the report will be determined by the City, which will include the following:
- Performance relative to each performance parameter
 - Vehicles scheduled for PM service
 - Vehicles scheduled for repair or other service
 - A listing of vehicles not delivered for a scheduled PM or other services (The listing will include the assignee's name, if known, and department)
 - A status report of any Non-Targeted Operating Budget work by vehicle
 - Warranty/Recall status
 - A summary of suspected blatant user abuse
 - A summary of repair activity indicating vehicles returned to service
 - A summary of vehicles remaining out-of-service
 - A summary of new vehicle preparation activities
 - Number of completed work orders
 - Fuel management and unusual usage activity
 - Summary of vehicles not repaired pending authorization to repair from City
- E. Annual Report: On the first anniversary of the effective date of the Agreement and every other anniversary date thereafter, the Contractor will submit to the City a written annual report that summarizes the year's activity in the format agreed upon by the Contractor and the City. The Contractor will provide a statement indicating the solvency of the Contractor as part of the annual report.
- F. Complaints: The Contractor will perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor will maintain a record of all complaints for inspection by the City and will furnish a monthly report listing the name and department of the person complaining, the time and date the complaint was received, the nature of the complaint, and the disposition of each complaint. The Contractor may be required, upon notification by the City to do a follow-up contact with the management of the complaining department user to assure satisfaction has been achieved. The Contractor will respond to complaints from the City within 24 hours after a complaint is received. The Contractor will include the resolution of such complaints in the monthly report.
- G. Ad Hoc Reports: The Contractor may be required to assist in the generation of any ad hoc reports as the City or any of its user departments may request.

Contractor Personnel

- A. Contractor must have employees who possess the appropriate certifications and skills for testing and/or repairing Heavy Equipment apparatus, pumps and equipment, and any other specialized vehicles and equipment. The Contractor must clearly state the number and type of trained and certified mechanics it intends to employ to meet all of the standby, shift, service, maintenance and repair work previously noted in this specification for all Service vehicles. Likewise, the same information is required for the trained and certified mechanics required to repair and maintain heavy equipment, i.e., cranes; backhoes; loaders; dozers; diesel engines; and other specialty heavy duty equipment owned and operated by the City.

Local Labor

The successful Contractor is encouraged to coordinate with the current staff, and to the extent possible, hire all interested fleet management employees, consistent with the successful Contractor's staffing requirements set forth in its proposal, working with the City in order to minimize disruption of service and to preserve the comprehensive training efforts, specific to the City's fleet, that have been provided these personnel by the City.

Changes in the Size of the Fleet

The Agreement Targeted Operating Budget Cost will be adjusted to correspond to increases or decreases in fleet size (on a vehicle-equivalent basis as specified by the City) if such changes are at more than five percent (5%) (higher or lower) by vehicle and equipment class specified at the time of Agreement effective date. These adjustments may be made as required by prior written mutual approval.

The City of Hollywood reserves the option of award by department or any group thereof. The City also reserves the right to remove from service as a total group any department upon a 90-day written notification.

Invoicing

Awarded Contractor shall invoice the City for services provided subject to the applicable costs set forth in their proposal submission under this solicitation. The City follows the guidelines for payment of invoices as set forth in the Prompt Payment Act of Florida Statutes.

City's Right to Review Billing Documentation

The City reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services and payroll registers. The City also reserves the right to audit this documentation at any time.

Annual Meeting

A meeting will be held no less than ninety (90) days prior to the end of each Agreement year. During this annual meeting between the City and the Contractor, the Contractor will present a summary of work accomplished relative to service performance standards, Targeted Operating Budget and Non-Targeted Operating Budget Expenses, etc. The presentation will also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation will be made available to the City two (2) weeks before the annual meeting. During the meeting, the Contractor's performance will be reviewed. The City will present a "report card"

that includes its assessment of Contractor performance. Changes to the Agreement resulting from the annual meeting will be documented and submitted for formal approval as required by the City.

Continuity of Service

Notice of Intent Not to Renew

The Contractor must recognize that the services to be provided are vital to the City and must be maintained without interruption and that, upon expiration or termination of the Agreement, a successor will continue these services. Therefore, if the Contractor chooses not to renew the Agreement upon Agreement expiration, the Contractor is required to provide the City a written notice of such intent at least one hundred and eighty (180) days before the expiration of the Agreement. Should the Contractor fail to provide timely notice, the City reserves the right to require continued performance of the Agreement by the Contractor under the terms of the Agreement for a period of up to four (4) months from receipt of written notice of intent or from the date of expiration of the Agreement, whichever is earlier.

Phase in - Phase Out

If upon expiration or termination of the Agreement, the Contractor is not chosen to continue in its role, the Contractor will, upon written notification from the City, provide phase-in, phase-out services for up to thirty (30) days after the Agreement expires or is terminated. After notification, the Contractor will cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the City. The Contractor will provide sufficient, experienced personnel during the transition period to ensure that all services called for by the Agreement are maintained at the specified level of Agreement performance.

3.11 Submission Requirements:

- Address of location(s) of office and repair facility(ies).
- Copy of occupational license/business tax receipt.
- Copy of employee Master ASE body and collision and/or automotive ASE certifications.
- List of five (5) references documenting past performance in the auto body collision repair and painting and/or automotive repair.

3.12 Contractor Qualifications

The Contractor must meet the following minimum qualifications to provide the essential full fleet management services under this solicitation as follow:

- Address of location of office and repair facility.
- Copy of occupational license/business tax receipt.
- Copy of employee Master ASE body and collision and/or automotive ASE certifications.
- List of five (5) references documenting past performance in comprehensive Fleet Management Services as specified under this solicitation.
- Maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted services, who can provide pertinent information and who are cognizant of the industry and industry standards.

- The office shall be equipped with telephone and internet contact abilities to provide immediate technical support and expedite noticed quotations.
- Selected Contractor shall be engaged in the business of providing automotive collision body, paint and repair services and shall be required to have a minimum of three (3) years' experience in vehicle body work repair, collision damage repair and painting services.
- The selected Contractor must have at least one (1) staff member who has Master ASE body and collision certification
- The selected Contractor shall not have any unresolved performance issues with the City. The selected Contractor's performance as a prime Contractor or Sub-Contractor with previous City contracts shall be taken into consideration at the evaluation of the Contractors submittal for this solicitation.
- The selected Contractor shall have a local facility with a minimum size of 3,750 square feet which will allow four (4) standard size vehicles to be worked on completely inside. The facility shall provide security in the form of a fenced, locked lot, or the inside of a secure building for no less than six standard sized vehicles simultaneously.
- The facility must be equipped with frame and uni-body, and front end measuring and alignment equipment, a color matching computer, air bag test equipment, spray booth, proper welding equipment and sandblasting capability and any other necessary equipment to complete standard collision and/or maintenance repairs.
- Alternatively, the awarded contractor may satisfy the facility requirements by having one or more subcontractors which collectively have the minimum square footage and equipment requirements.
- The selected Contractor must be able to demonstrate a good record of performance and have sufficient financial resources, facilities, service equipment, employees, and organization to ensure they can satisfactorily provide to the City the goods and/or services required herein. The terms "sufficient financial resources, facilities, service equipment, employees and organization" shall additionally be construed to mean a fully equipped and well-established company in line with the best practices used in the industry.
- The City may consider any evidence available regarding the financial, technical, or other qualifications and abilities of the Contractor, including past performance and the selected Contractor's record of satisfactorily completing prior awards with the City or any other governmental or private entity in determining competency for award consideration.

END OF SECTION

SECTION IV - EVALUATION

A Selection Committee will review and evaluate submittals to determine if they meet all of the requirements in this solicitation to be deemed responsive and responsible.

The following evaluation criteria will be used to evaluate and score each submittal:

Evaluation Criteria	Points
Firm qualifications, experience	30
Pricing Proposal	30
Resources and availability	20
Location (Contractor and/or Subcontractors providing services located within the City Limits)	10
References	10
Local Hollywood Vendor Preference (Per 38.51 of city Ordinance)	5

Each Selection Committee member will convert their maximum available point score (cardinal number) for each Submitter into an ordinal number designating the ranking (as first, second, or third. For example:

Cardinal Number	Ordinal Number
99	1
95	2
91	3
88	4
84	5

The ordinal scores from each Selection Committee member for each Submitter shall be added together to calculate a total ordinal score. The Submitter with the lowest ordinal score will be ranked highest for award preference. The Submitter with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all Submitters are ranked.

During the evaluation process, the Selection Committee may, at its discretion, request oral presentations from proposed Contractors to clarify information or answer questions on submittals.

A public Selection Committee meeting to complete this evaluation is anticipated to take place in December 2022, follow by City Commission approval of an award tentatively scheduled for January 2023. Selection Committee meeting notices shall be posted on the City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

SECTION V – GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified Contractors. All Contractors regularly engaged in the type of Work specified in the Solicitation are encouraged to submit proposals. To receive notification and to be eligible to bid Contractor should be registered with OpenGov. Contractors may register with the 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 Contractor must register with the City by completing and returning a Contractor Application and all supporting documents. For information and to apply as a Contractor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL (“the City”), through this solicitation 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 solicitation.

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

The terms of the SOLICITATION and the selected Contractor's bid/proposal and any additional documentation (e.g. questions and answers) provided by the Contractor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Contractor. The Contractor 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 CONTRACTOR'S RESPONSIBILITIES

Contractors are required to submit their bids/proposals upon the following express conditions:

- A. Contractors shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Contractors shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the Contractor, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor 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 Contractor.

c. Contractors are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS/PROPOSALS

Bids/proposals will be prepared in accordance with the following:

- A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid/proposal form shall be furnished. The Contractor 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 Contractors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Contractors 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."

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

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

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

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

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or

requirements of the solicitation. The Contractor should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addendum, the last addendum issued shall prevail. It is the Contractor's responsibility to ensure receipt of all addenda and any accompanying documents. Contractor(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS/PROPOSALS

The City may reject a bid/proposal if:

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

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

1.7 WITHDRAWAL OF BIDS/PROPOSALS

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

1.8 BIDS/PROPOSALS TO REMAIN OPEN

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

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

1.9 LATE BIDS/PROPOSALS OR MODIFICATIONS

Only bids/proposals received as of the opening date and time will be considered timely. Bids/proposals and modifications received after the time set for the opening will be returned unopened 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 SOLICITATION Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO BID/PROPOSAL SPECIFICATIONS

If any person contemplating submitting a bid/proposal for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION 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 SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

1.12 COMPETENCY OF CONTRACTORS

Pre-award inspection of the Contractor's facility may be made prior to the award of a contract. Bids/proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(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 Contractor, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this SOLICITATION or otherwise.

1.13 QUALIFICATIONS OF CONTRACTORS

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

As part of the bid/proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Contractor's submission of a bid/proposal

constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Contractor's qualifications.

1.14 CONSIDERATION OF BIDS/PROPOSALS

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

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

1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Contractor whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Contractor. Contractors 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 Contractor shall be required to sign a negotiated contract; the refusal or failure of a successful Contractor to execute a contract which contains the mandatory material terms and conditions contained in the SOLICITATION, shall be grounds for deeming the Contractor and/or the Contractor's bid/proposal non-responsive.

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

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

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

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

The City reserves the right to accept or reject any and all bids/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 bids/proposals.

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

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

1.17 AGREEMENT

An agreement shall be sent to the awarded Contractor 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 Contractor.

1.18 NOTICE TO PROCEED

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

1.19 BID PROTESTS

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

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

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

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

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

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

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its

sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

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

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

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

1.20 PREPARATION OF BIDS/PROPOSALS

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

Requirements for Signing Bid/Proposal:

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

1.21 EXAMINATION OF BID/PROPOSAL DOCUMENTS

Before submitting a bid/proposal, each Contractor must: examine the bid/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 Contractor's observations with the bid/proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid/proposal Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Contractor, that the Contractor has complied with every requirement of this SOLICITATION, that without exception, the bid/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 bid/proposal Documents, and that the

bid/proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Contractor 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 Contractor 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 Bids/proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a Contractors' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

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

1.23 INFORMATION

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the Section 1.4. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via OpenGov at least 10 calendar days prior to the bid/proposal due/opening date.**

1.24 BIDS/PROPOSALS

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

Bids/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.

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

1.25 MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS

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

If, within twenty-four (24) hours after bids/proposals are opened, any Contractor files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its bid/proposal, or that the mistake is clearly evident on the face of the bid/proposal but the intended correct bid/proposal is not similarly evident, then the Contractor may withdraw its bid/proposal and the bid/proposal Security will be returned.

1.26 REJECTION OF BIDS/PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/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 bids/proposals. Bids/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 bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

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

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.

1.27 OPEN END CONTRACT

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

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

1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Contractor for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Contractor shall allow the City to inspect, examine and review the records of the successful Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

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

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a Contractor 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 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 and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

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

1.31 DEBARRED OR SUSPENDED CONTRACTORS OR CONTRACTORS

The Contractor 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 agency.

1.32 COLLUSION

More than one bid/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 Contractor is interested in more than one bid/proposal for the same work will cause the rejection of such bin which the Contractor is interested. If there are reasonable grounds for believing that collusion exists among the Contractors, the bids/proposals of participants in such collusion will not be considered.

1.33 COPELAND "ANTI-KICKBACK"

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

1.34 FORCE MAJEURE

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

1.35 PUBLIC ENTITY CRIMES

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

1.36 DRUG-FREE WORKPLACE PROGRAM

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

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

1.38 CONFLICT OF INTEREST

The Contractor 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 Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a bid/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 Contractor 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 Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

3.

Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor'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 Contractor 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 Contractor 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 Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

1.39 DISCRIMINATION

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

1.40 ADVICE OF OMISSION OR MISSTATEMENT

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

1.41 CONFIDENTIAL INFORMATION

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

1.42 GOVERNING LAW

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

1.43 LITIGATION VENUE

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

1.44 SOVEREIGN IMMUNITY

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

1.45 SURVIVAL

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

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Contractor or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Contractor 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 Contractor expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Contractor shall cover the City of Hollywood, its officers,

employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

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

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

1.48 ADVERTISING

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

1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids/proposals; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid/proposal

process. Bids/proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids/proposals are analyzed, organization(s) submitting bid/proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid/proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid/proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid/proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid/proposal or otherwise.

1.50 TRADEMARKS

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

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

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

1.52 PROPOSAL PREPARATION COSTS

The Contractor is responsible for any and all costs incurred by the Contractor or his/her subcontractors in responding to this solicitation.

1.53 DESIGN COSTS

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

1.54 ADDITIONAL CHARGES

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

1.55 RIGHTS TO PERTINENT MATERIALS

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

1.56 INSURANCE REQUIREMENTS

See insurance requirements in the main solicitation document.

1.57 NATURE OF THE AGREEMENT

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

The Contractor 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 Contractor 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 Contractor shall perform the same as though they were specifically mentioned, described and delineated.

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

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

1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

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

The Contractor 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 Contractor 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 Contractor 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 Contractor are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor 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 Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.59 MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the 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 Contractor, 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 Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.60 SUBCONTRACTUAL RELATIONS

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

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

Before entering into any subcontract hereunder, the Contractor will inform the subcontractor 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 subcontractor will strictly comply with the requirements of this Contract.

In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor 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 subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

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

1.61 PROMPT PAYMENT: LATE PAYMENTS BY CONTRACTOR TO SUBCONTRACTOR AND MATERIAL SUPPLIERS; PENALTY:

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

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

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

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

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

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

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;

5. Take no action which will increase the amounts payable by the City under this Agreement.

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

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

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

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

1. The Contractor has not delivered deliverables on a timely basis;
2. The Contractor 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 Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor 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 Contractor's ability to perform the services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the services which the Contractor has not performed. In the event

that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

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

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

1.64 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor 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 Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor 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 Contractor under federal bankruptcy law or any state insolvency law.

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

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

1.67 VERBAL INSTRUCTIONS PROCEDURE

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

1.68 E-VERIFY

Contractor acknowledges that the City may be utilizing the Contractor'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 Contractor 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 Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.69 BUDGETARY CONSTRAINTS

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

1.70 COST ADJUSTMENTS

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

1.71 OSHA STANDARDS

Contractor acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.

END OF SECTION