



**Submit Proposals To:**  
 City of Hollywood  
 2600 Hollywood Boulevard  
 Hollywood, Florida 33020  
 Office of City Clerk, Room 221

**CITY OF HOLLYWOOD, FLORIDA**

**REQUEST FOR QUALIFICATIONS**

**PROPOSER ACKNOWLEDGMENT**

**RFQ Title:** Continuing Contract for Mechanical, Electrical & Plumbing Engineering Services (PW 14-010)

**RFQ No.:** 4422-14-RD

**Service Required:** as above

Proposals must be received prior to 3:00 P.M., May 30, 2014 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in Room 303. All Proposals received after the specified date and time will be returned unopened.

**Procurement Services Contact:** Ralph Dierks, or Linda Silvey, or Joel Wasserman or his designee

**Telephone No.:** (954) 921-3223 or (954) 921-3200 or (954) 921-3290

### PROPOSER ACKNOWLEDGMENT

**THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING. THE PROPOSAL SUMMARY SHEET PAGES ON WHICH THE PROPOSER ACTUALLY SUBMITS A PROPOSAL AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH THE PROPOSAL.**

<b>Proposer's Name:</b>	<b>Fed. ID No. or SS Number</b>
<b>Complete Mailing Address:</b>	<b>Telephone No.:</b>
	<b>Fax No.:</b>
<b>Do You Have a Permanent Office Located in the City of Hollywood?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>E-Mail Address:</b>
<b>Indicate type of organization below:</b> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other <input type="checkbox"/>	

**ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE RFP DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR RFP NON-RESPONSIVE.**

THE PROPOSER CERTIFIES THAT THIS PROPOSAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE PROPOSAL DOCUMENTS AND THAT HE/SHE HAS MADE NO CHANGES IN THE PROPOSAL DOCUMENT AS RECEIVED. HE FURTHER PROPOSES AND AGREES, IF HIS/HER PROPOSAL IS ACCEPTED, HE/SHE WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN HIM/HER AND THE CITY OF HOLLYWOOD, FLORIDA, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS PROPOSAL PERTAINS.

\_\_\_\_\_  
 Authorized Name (Type or Print)

\_\_\_\_\_  
 Title

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



## CITY OF HOLLYWOOD, FLORIDA

**BID/PROPOSAL NOTIFICATION****PROCUREMENT SERVICES DIVISION**

Notice to Offerors: Log on to [www.hollywoodfl.org](http://www.hollywoodfl.org) and select the link to Vendor Registration & Bids to register as a supplier.

**BID / PROPOSAL DOCUMENT INFORMATION**

Bid/Proposal Number:	<b>RFQ-4422-14-RD</b>
Bid/Proposal Name:	<b>Continuing Contract for Mechanical, Electrical &amp; Plumbing Engineering Services (PW 14-010)</b>
Procurement Contact Person:	<b>Ralph Dierks</b>
Email Address:	<b><a href="mailto:rdierks@hollywoodfl.org">rdierks@hollywoodfl.org</a></b>
Telephone Number:	<b>954-921-3223</b>
Bid/Proposal Opening Date:	<b>3:00 P.M., May 30, 2014</b>
Pre-Bid/Proposal Conference Date:	<b>N/A</b>
<input type="checkbox"/> Mandatory if Box is Checked	

**To view or download this Bid or RFP and any addenda go to:**

[www.hollywoodfl.org.bids.aspx](http://www.hollywoodfl.org.bids.aspx) and click on the bid or proposal number referenced above on this document or the corresponding addendum.

A Cone of Silence is in effect with respect to all Formal Bids and Request for Proposals. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15 (E) of the City's Code of Ordinances.



**Bid/Proposal Name: MEP Engineering Services**  
**Bid/Proposal Number: RFQ-4422-14-RD**  
**Bid/Proposal Opening Date: 3:00 P.M., May 30, 2014**

**Firm Name/Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Return to:**

**City of Hollywood, Florida**  
**c/o: Office of City Clerk**  
**2600 Hollywood Blvd., Rm #: 221**  
**Hollywood, Florida 33020**

NOTE: Always use the label to the left on all packages when returning your bid or proposal to the City.



## NOTICE TO ALL BIDDERS AND PROPOSERS

### Cone of Silence

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

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

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

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

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

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

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

**REQUEST FOR QUALIFICATIONS  
TO PROVIDE MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERING SERVICES  
TO THE CITY OF HOLLYWOOD**

**I. PURPOSE/OBJECTIVE**

Pursuant to Florida State Statute 287.055, consultants Competitive Negotiation Act, the City of Hollywood is seeking to engage the services and enter into a continuing contract with up to three (3) qualified engineering firms to provide mechanical, electrical and plumbing engineering design services on an as needed basis for miscellaneous City projects as authorized by individual Consultants Authorization to Proceed for individual projects.

The City of Hollywood has buildings and other facilities in various locations throughout the City which it needs to maintain and update on a regular basis. It is expected that some projects will be designed by City Staff and the services of the selected engineering consultants would be required for those projects.

**II. PAYMENT CURVE:**

The intent of this "Request for Qualifications" is for the City to enter into a contract with an Engineering Consultant to provide the noted services, where the cumulative amount of fees paid for services provided by each engineering firm under each continuing contract should not exceed **\$1,000,000** and will provide for a term of three (3) years with the option to renew for two (2) additional one (1) year periods.

The Scope of Services associated with the various structural engineering services should be broken down into the following subtasks as specified herein:

- Develop preliminary schedules, drawings and cost estimates
- Perform field tests, laboratory tests and collect data
- Provide necessary mechanical, electrical and plumbing engineering consulting services
- Prepare and submit signed and sealed construction drawings
- Provide construction documents
- Provide detailed final cost estimate for project
- Participate in the in the construction administration of project as needed
- Provide "as-built" drawings and specifications

**III. SCOPE OF SERVICES:**

The Mechanical, Electrical and Plumbing Engineering Consultant shall meet with City staff to obtain background information and define the specific scope of services for each individual proposed project.

The Consultant shall not proceed with work on any assignment without written authorization from the City. This work authorization will stipulate the fees and time schedule for each phase of the assignment. The assignment of projects will be determined solely by the City, in keeping with the City's best interest.

The types of consulting services to be performed can include, but shall not be limited to the following:

- Develop preliminary schedules, drawings and cost estimates showing the proposed improvements for review and approval by City staff. Any revisions will then be incorporated in the final set of construction drawings and specifications. Progress reviews may be required at the 50%, 90%, and 100% design stage.
- Perform all field tests, laboratory tests and collect all necessary data to design and permit each project.
- Provide the necessary structural engineering consulting services to complete the project identified.
- Prepare and submit signed and sealed construction drawings to the Hollywood Building Division and any other applicable agencies for review and make any revisions required for the issuance of a building permit.
- Provide the construction documents necessary to bid the project identified, in accordance with City requirements, and assist the City in the bidding and bid review process. Drawings are typically requested in AutoCAD, and the technical specifications in CSI format.
- Just prior to bidding, the Consultant shall provide a detailed final cost estimate for the aspects of the project for which the firm is responsible.
- Participate in the construction administration of a project on an as-needed basis determined by the City, providing services such as submittal review, attending pre-bid conferences, pre-construction conferences and weekly construction meetings, conducting daily field observations, resolving on-site problems and answering technical questions as construction progresses, handling change orders and performing payment request reviews.
- Upon completion of construction, deliver to the City one set of reproducible "As-Built" drawings and specifications, along with electronic copies on computer disks, incorporating any changes that were made during the construction process.

#### **IV. QUALIFICATIONS OF THE FIRM:**

The successful firms must be properly registered and in compliance with the State of Florida in addition to being licensed and registered with the Department of Business and Professional Regulation to practice their profession in the State of Florida.

The successful firm must have a minimum of five (5) years business experience as a Mechanical, Electrical and Plumbing Engineering Consultant.

Respondents must submit a complete Standard Form 330 and provide other related documentation that demonstrates their ability to satisfy all of the minimum qualifications.

Indicate the firm's number of years of experience in providing the professional services as it relates specifically to the project. Provide all other submittal information as specified herein.

## **V. CLARIFICATIONS:**

- A. All contacts for information regarding the Submittal must be addressed to the City of Hollywood, Procurement Services Division, Ralph Dierks, Procurement Manager, [rdierks@hollywoodfl.org](mailto:rdierks@hollywoodfl.org), (954) 921-3223 or Linda Silvey, Procurement Technician, [lsilvey@hollywoodfl.org](mailto:lsilvey@hollywoodfl.org) (954) 921-3200. Over the course of this "Request for Qualifications" process, related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes will be grounds for automatic disqualification of that vendor.
- B. Each Consultant shall examine all "Request for Qualifications" documents and all matters relating to the adequacy and accuracy of the documents. If the Consultant is of the opinion that any part(s) of the "Request for Qualifications" document is incorrect, obscure, or that additional information is needed, they should request such information or clarification in writing from Ralph Dierks, Procurement Manager, Procurement Services Division. The City will issue the appropriate addenda, if necessary, to all prospective Consultants.
- C. No oral change or interpretation of the provisions contained in this Request for Qualifications is valid. Written addenda will be issued when changes, clarifications, or amendments to the "Request for Qualifications" document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
- D. It will be the sole responsibility of the Consultant to have his or her Submittal delivered to the Office of the City Clerk on or before the closing hour and date shown below for receipt of Submittals. If a Submittal is sent by mail, the Consultant shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown below for receipt of Submittals. Submittals thus delayed will not be considered and will be returned.



- E. All materials submitted in response to the Request for Qualifications become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the Request for Qualifications whether amended or not and selection or rejection of the Submittal does not affect this right, provided however, that any Submittal that has been submitted to the City Clerk's Office may be withdrawn prior to Submittal opening time stated herein, upon proper identification and signature releasing Submittal Documents back to Consultant.

## **VI. CONSULTANT SELECTION PROCESS:**

1. Interested Consultants shall submit their qualifications and any other information required herein to the City of Hollywood, City Clerk's Office on or before the date and the time specified.
2. A Selection Committee will review and score the submittals based upon the Initial Selection Criteria shown in Section VII. A minimum of three firms will be short-listed for oral interviews in the order of the scores received. Criteria for the oral interview are shown in Section IX. The final score of the firm will be the sum of the scores received during the initial selection and for the oral interview. That score will be used to recommend the final ranking of the firms to the City Commission.
3. After the City Commission has ratified the first, second, third, and etcetera ranked Consultant, the City will negotiate continuing consulting contracts with the top three (3) ranked firms. The final Contracts negotiated between the Consultants and the City will incorporate the contents of this Request for Qualifications, the qualifications submitted by the Consultants, and any other terms or conditions that the City in its judgment may seek to include by way of negotiation.
4. After the Contracts have been formally approved and executed by the appropriate City officials, negotiations will commence with the top ranked Consultant for design fees for the first selected project. The subsequent assignment of projects to the Consultants for design services will be determined solely by the City, in keeping with its best interest. It should be clearly understood by all parties that the execution of continuing contracts with the top three (3) firms in no way guarantees an equitable distribution of projects. If the City is unable to negotiate a mutually satisfactory fee with a particular firm, the City will terminate negotiations with that firm and undertake negotiations with the next firm and so forth until a satisfactory design fee is agreed upon. Each new project assignment will follow a similar pattern of negotiations.
5. Once negotiations on a mutually satisfactory design fee are successfully completed, a "Consultant's Authorization to Proceed" will be issued for each separate phase of the design and for each project assignment throughout the term of the Contract.

**VII. INITIAL SELECTION CRITERIA:**

Interested firms shall be able to provide full mechanical, electrical and plumbing engineering services to the City using in-house staff. The firm must have minimum of **five (5)** years of experience as a Mechanical, Electrical and Plumbing Engineering Consultant. The firm must possess the required qualifications as specified in the RFQ document. Further, the submittal shall be evaluated based upon the following criteria:

1. Past Performance – highlight and provide corporate references for past projects - **20%**
2. Professional experience and qualifications of personnel to be assigned to the projects - **20%**
3. Demonstrated ability to meet time and budget requirements - **10%**
4. Commitment to use the same personnel consistently under the Contract - **10%**
5. Location of the Consultant's office. Ranking will be based on proximity of the office that will perform the work to the City of Hollywood - **10%**
  - 10 points – Office located in Hollywood, Florida
  - 7 points – Office located in Broward County
  - 3 points – Office located in Miami-Dade or Palm Beach Counties
  - 2 points – Office located in the State of Florida (outside Tri-County Area)
  - 1 point – Office located outside the State of Florida
6. Similar experience – comparable in type, size and complexity - **10%**
7. Current capability - Current and projected work loads of the firm in conjunction with the number of registered engineers - **10%**
8. Prior mechanical, electrical and plumbing engineering experience of professional personnel with designing City facilities and knowledge of City requirements - **10%**

**VIII. SUBMITTALS:**

Information to be submitted shall include the following:

Title Page: Show the Request for Proposal subject, the name of your firm, address, telephone number, email, name of contact person and date.

Table of Contents: Clearly identify the material by section and page number.

Letter of Transmittal: Limit to one (1) or two (2) printed pages.



- a. Briefly state your firms' understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

Completed Standard Form 330

Profile of Consultant:

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc.
- d. Provide a list and description of similar municipal and other projects satisfactorily completed within the past five (5) years. For each project listed, include the name and telephone number of a representative for whom the project was undertaken who can verify satisfactory performance.
- e. Provide information on any litigation (settled or pending) the firm has been involved in within the last five (5) years.
- f. Describe the experience in conducting similar projects for each of the staff assigned to the engagement. Describe the relevant educational background of each individual.
- g. Describe the organization of the proposed project team, stressing level of experience and qualification, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- h. Describe what municipal staff support is anticipated for this type of engagement.
- i. Describe your approach to performing the work. This should include your role and that of other parties involved in the data gathering, data analysis and recommendation process.

The Submittal Package shall be submitted in accordance with the requirements of the Consultants' Competitive Negotiation Act and shall include a sample insurance certificate completely filled out, listing the Insurance Companies names for both Professional and General Liability Insurance and the Dollar amounts of the Coverage.

## IX. ORAL PRESENTATION:

Selected firms shall present an oral overview of their approach to perform work on the various projects and their ability to meet the City's required project needs. The oral presentation will be limited to twenty (20) minutes after which a question and answer period not exceeding twenty (20) minutes pertaining to specifics will commence. The oral interview will be evaluated based upon the following:

1. **Knowledge of sites and local conditions. – 20%:** Demonstrate knowledge of the various sites, State, County, and City requirements, codes, and ordinances.
2. **Proposed project staff functions. – 20%:** Indicate the orientation of the design team, identifying the key personnel and describing their qualifications and responsibilities. Indicate prior experience on similar projects.
3. **Overall approach and methodology. – 15%:** Explain in detail your approach to the project from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among your consultants to minimize conflict and errors.
4. **Design philosophy and concepts. – 15%:** Explain in detail your design philosophy and how it will be used to create extraordinary projects in our various settings. Include details that will be analyzed and incorporated into the overall design. Explain how you will insure that the project will be designed to include all the facets the City desires. Describe how you have used innovative design concepts on other projects.
5. **Cost control and value engineering. – 20%:** Demonstrate knowledge and experience in the evaluation of building systems, construction techniques and material evaluation to insure optimum value in meeting the design requirements.
6. **Schedule for projects. – 10%:** Present a schedule for a typical project indicating methodology for effectively managing and executing work while optimizing time.

**EIGHT (8) COPIES OF ALL SUBMITTALS SHALL BE RECEIVED IN THE CITY OF HOLLYWOOD CITY CLERK'S OFFICE NO LATER THAN 3:00 P.M. ON May 30, 2014 TO WARRANT CONSIDERATION BY THE SELECTION COMMITTEE.**

The address of the City Clerk's office is as follows:

City of Hollywood  
Office of the City Clerk  
2600 Hollywood Blvd., Room #220  
Hollywood, Florida 33020

The City of Hollywood reserves the right to accept or reject any or all submittals, to waive any irregularities, and to extend the deadline for submission when it is in the best interest of the City.

## **X. GENERAL INFORMATION AND SCHEDULE**

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact the Procurement Services Division, Ralph Dierks, Procurement Manager at (954) 921-3223 or [rdierks@hollywoodfl.org](mailto:rdierks@hollywoodfl.org) or contact Linda Silvey, Procurement Technician at (954) 921-3200 or [lsilvey@hollywoodfl.org](mailto:lsilvey@hollywoodfl.org). Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Ralph Dierks, Procurement Manager, Procurement Services Division or Linda Silvey, Procurement Technician, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail, [rdierks@hollywoodfl.org](mailto:rdierks@hollywoodfl.org) or [lsilvey@hollywoodfl.org](mailto:lsilvey@hollywoodfl.org). **Questions must be received no later than 5:00 P.M., May 16, 2014.**

The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

<b>Advertise for Qualifications:</b>	<b>May 8, 2014</b>
<b>Submission Deadline, 3:00 P.M.:</b>	<b>May 30, 2014</b>
<b>Short list Notification for Oral Interviews:</b>	<b>June 12, 2014</b>
<b>Oral Interviews:</b>	<b>June 25, 2014</b>
<b>City Commission Ranking of Consultants:</b>	<b>July 16, 2014</b>
<b>Contract Executed:</b>	<b>August 13, 2014</b>

**XI. NON COLLUSION:**

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or at its discretion to deduct the full amount of such fee, commission, percentage, gift or contingent fee from any fees due the Consultant.

**XII. ASSIGNMENT:**

The Consultant shall not assign, transfer, or sublet all or any part of its interest in this Contract without the prior written consent of the City unless noted in this document.

**XIII. KEY PERSONNEL:**

The Consultant shall designate the personnel to be assigned specifically to the performance of this work. At the time of Contract ratification, the City shall have the right to specify those key project personnel to whom the Consultant shall not be allowed to substitute other personnel without prior written permission of the City.

**XIV. REPRESENTATIVE OF CITY AND CONSULTANT:**

**The City and the Consultant shall each designate in writing the sole person through which all communication and correspondence pertaining to this Contract shall be addressed.**

**XV. RESPONSIBILITY FOR ACCURACY, ERRORS, OR OMISSIONS:**

The Consultant shall be responsible for the accuracy of all data, computations, analyses, etc., and for any errors or omissions in the work of the Consultant. The Consultant shall correct any inaccuracies, errors, or omissions found in its work without additional compensation.

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

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

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

#### **XVI. INSURANCE:**

- A. The Consultant shall provide and maintain during the term of this Contract, the insurance coverage specified below. A certificate of insurance, as evidence of compliance, shall be delivered to the City of Hollywood prior to the execution of any Contract.
  - 1. Comprehensive General Liability Insurance with a combined single limit for bodily liability and property damage liability of not less than \$1,000,000 per occurrence. Coverage shall include contractual liability to cover the provisions for indemnification of the City and personal injury.
  - 2. Automobile Liability including owned, non-owned and hired automobiles with a combined single limit for bodily injury liability and property damage liability not less than \$1,000,000 per occurrence.
  - 3. Worker's Compensation with Florida statutory requirements and Employers Liability with limits of not less than \$500,000.
  - 4. Professional Liability with limits not less than \$1,000,000. If coverage is provided on a claim made basis, then coverage must be continued for the duration of this Contract and for four (4) years thereafter, or in lieu of continuation, provide an "extended reporting clause" for four (4) years.
- B. The City of Hollywood shall be named additionally insured on all coverage except Worker's Compensation and Professional Liability.
- C. The Certificate of Insurance shall state that the City of Hollywood will receive a minimum of 30 days' written notice prior to the effective date of any changes or cancellation of any insurance coverage required herein.
- D. Should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Consultant under the terms

of this Contract, or find the Consultant in default and terminate this Contract.

- E. Said insurance shall be written by a company or companies licensed to do business in the State of Florida and rated no less than A+ in the latest edition of "Best's Key Rating Guide," published by A.M. Best Company.
- F. Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, **Professional Liability Insurance** which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:  
\$250,000 per occurrence/\$500,000 Aggregate

#### **HOLD HARMLESS AND INDEMNITY CLAUSE:**

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**(Company Name and Authorized Signature, Print Name)**

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

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**(Company Name and Authorized Signature, Print Name)**

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

#### **XVII. TRUTH-IN-NEGOTIATION CERTIFICATE:**

Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.



**XVIII. MAINTENANCE OF RECORDS:**

The Consultant and all subconsultants shall keep all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at all reasonable times during the Contract period and for three (3) years from the date of final payment under this Contract, for inspection by authorized representatives of the City and applicable regulatory agencies, if any. Copies thereof shall be furnished, if requested, and the City shall pay a reasonable cost of reproduction. Incomplete or incorrect entries in such books and records will be grounds for the disallowance of any fees or expenses based on such entries.

**XIX. RIGHT TO REDUCE THE SCOPE OF WORK:**

The City reserves the right to reduce the scope of work under this Contract at any time, and if such is done, the total fees to Consultant shall be reduced in the same ratio as the estimated cost of the deleted work to the cost of the work as originally planned, or when appropriate, the Consultant's fees shall be re-computed for the reduced scope of work in the same manner used for determining the original fee, provided that if work has already been performed on the portion of services to be eliminated, the Consultant shall be paid for the actual time spent plus any associated direct expenses.

**XX. RIGHT TO TERMINATE:**

The City reserves the right to terminate this Contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or the Contract terminated for any other reasonable value by the City for work delivered, or ready for delivery upon receipt thereof, such determination by the City shall be conclusive and binding.

**XXI: DISCLOSURE OF CONFLICT OF INTEREST:**

Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.**

Name

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Relationship

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In the event the vendor does not indicate any names, the City shall interpret this to mean that no such relationship exists.

RFQ CHECKLIST

Please check each line item after the completion of the appropriate item.

\_\_\_\_\_ I verify that the signature on page number one (1) is the signature of the person authorized to bind the agreement. (Preferably in blue ink)

\_\_\_\_\_ I acknowledge reading and signing the Hold Harmless Statement.

\_\_\_\_\_ I have included all information, certificates, licenses and additional documentation as required by the City in this RFQ document.

\_\_\_\_\_ I have checked for any addendums to this RFQ, and will continue to check for any addendums up to the due date and time of this RFQ.

\_\_\_\_\_ I have submitted one (1) original and ten (10) copies of the entire proposal with addendums.

\_\_\_\_\_ I have verified that the outside address label of my RFQ package is clearly marked to include my company's name, address, RFQ number and date of RFQ opening.

\_\_\_\_\_ I have read and completed (if applicable) the "Disclosure of Conflict of Interest".

NAME OF COMPANY: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

PROPOSER'S AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_