

Solicitation RFP-4452-15-RL

Home Rehabilitation and Repair Program Administration Services

Bid designation: Public

City of Hollywood, Florida

Bid RFP-4452-15-RL

Home Rehabilitation and Repair Program Administration Services

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| Bid Number | RFP-4452-15-RL |
| Bid Title | Home Rehabilitation and Repair Program Administration Services |
| Expected Expenditure | \$0.00 (This price is expected - not guaranteed) |
| Bid Start Date | Apr 15, 2015 4:45:13 PM EDT |
| Bid End Date | May 21, 2015 3:00:00 PM EDT |
| Question & Answer End Date | May 7, 2015 5:00:00 PM EDT |
| Bid Contact | Robert Lowery Procurement Contracts Officer 954-921-3552 RLOWERY@hollywoodfl.org |
| Pre-Bid Conference | Apr 28, 2015 10:00:00 AM EDT Attendance is optional Location: Hollywood City Hall, Room 215 |

Addendum # 1

| | |
|---------------|--|
| New Documents | RFP-4452-15-RL - Home Rehabilitation and Repair Program Administration - Addendum 1.pdf |
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Description

The City of Hollywood, FL invites individuals or firms to submit proposals for the administration of its Home Rehabilitation and Repair Program. This activity provides repairs necessary to provide safe, decent, and sanitary housing and ultimately to preserve the City's affordable housing stock. This may include comprehensive repairs, emergency repairs, and code compliance activities.

Home Rehabilitation and Repair Program Scope of Services

The City is seeking a qualified vendor to partner with City staff in the administration of its Home Rehabilitation and Repair Program which is conducted under the CDBG program . Principally, this RFP requests services that center around the construction management related tasks necessary to administer the Home Rehabilitation and Repair Program. Under the general supervision of a designated CED staff member, the successful Proposer will perform the following tasks:

- Conduct initial inspection of project site to identify components requiring repair
- Develop Preliminary Scope of Work
- Conduct Pre-bid Meeting
- Develop Final Scope of Work and Cost Estimate
- Issue Bid
- Review Bid responses with Property Owner
- Conduct debarment search on low bidder
- Award Project
- Disseminate Bid Tabulation
- Execute Rehabilitation Contract with successful contractor and owner
- Issue Notice to Proceed
- Conduct Field inspections
- Receive and verify contractor's
- Receive Contractor Pay Application
- Coordinate Payments with CED Senior Accountant

Close-out Project and Compile Documentation
Supply Project Close-out Documentation to Applicant

April 16, 2015

City of Hollywood, Florida
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**Home Rehabilitation and Repair Program
Administration Services
RFP-4452-15-RL**

Issue Date: April 16, 2015

Closing Date: May 21, 2015

Pre-Proposal Meeting Date: April 28, 2015 at 10
A.M.

Location of Pre-Proposal Meeting:

City Hall

2600 Hollywood Boulevard, Room 215

Hollywood, Florida 33020

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

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

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

Phone Number (include area code): _____ Fax Number (include area code): _____

Company's Internet Web Address: _____

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

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

Type or Print Name: _____

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

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

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City of Hollywood, Florida
Solicitation #: **RFP-4452-15-RL****SUBMISSION**

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

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



A.

**Bid/Proposal Name: Home Rehabilitation and Repair Program
Administration Services****Bid/Proposal Number: RFP-4452-15-RL****Bid/Proposal Opening Date: May 21, 2015****Firm Name/Address:** _____**Return to:****City of Hollywood, Florida
c/o: Office of City Clerk
2600 Hollywood Blvd., Rm#: 221
Hollywood, Florida 33020****RESPONSE MUST INCLUDE:****One (1) original****Ten (10) Copies****One (1) complete electronic copy (CD/DVD/FLASH DRIVE)****Important Notice:**

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

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

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CONE OF SILENCE

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

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

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

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

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

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

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

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

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

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

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

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

1.2 PROPOSER'S RESPONSIBILITIES

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

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

1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

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

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

1.4 DESCRIPTION OF SUPPLIES

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

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

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

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

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

1.5 ADDENDA

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

1.6 REJECTION OF PROPOSALS

The City may reject a proposal if:

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

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

1.7 WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.

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

1.8 PROPOSALS TO REMAIN OPEN

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

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

1.9 LATE PROPOSALS OR MODIFICATIONS

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

1.10 CONFLICTS WITHIN THE SOLICITATION

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

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

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

1.12 COMPETENCY OF PROPOSERS

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

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

1.13 QUALIFICATIONS OF PROPOSERS

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

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

1.14 CONSIDERATION OF PROPOSALS

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

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

1.15 AWARD OF CONTRACT

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

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

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

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

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

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

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

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

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

1.17 AGREEMENT

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

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1.18 NOTICE TO PROCEED

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

1.19 BID PROTESTS

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

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

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

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

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

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

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

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

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

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

1.20 PREPARATION OF PROPOSALS

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

Requirements for Signing Proposal

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

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- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

1.21 EXAMINATION OF PROPOSAL DOCUMENTS

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

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

1.22 PUBLIC RECORDS LAW

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

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

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

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

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

1.23 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard,

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Room 303, Hollywood, Florida 33020, **telephone (954)921-3223.**

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

1.24 PROPOSALS

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

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

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

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

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

1.26 REJECTION OF PROPOSALS

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

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

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

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

1.27 OPEN END CONTRACT

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

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

1.28 AUDIT RIGHTS

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

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

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

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

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

1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

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

1.33 COPELAND "ANTI-KICKBACK"

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

1.34 FORCE MAJEURE

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

1.35 PUBLIC ENTITY CRIMES

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

1.36 DRUG-FREE WORKPLACE PROGRAM

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

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

1.38 CONFLICT OF INTEREST

The Proposer represents that:

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

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

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

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

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

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

1.39 DISCRIMINATION

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

1.40 ADVICE OF OMISSION OR MISSTATEMENT

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

1.41 CONFIDENTIAL INFORMATION

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

1.42 GOVERNING LAW

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

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is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

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

1.44 SOVEREIGN IMMUNITY

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

1.45 SURVIVAL

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

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

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

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

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

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

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

1.48 ADVERTISING

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

1.49 DISCLAIMER

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

1.50 TRADEMARKS

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

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

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

1.52 PROPOSAL PREPARATION COSTS

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

1.53 DESIGN COSTS

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

1.54 ADDITIONAL CHARGES

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

1.55 RIGHTS TO PERTINENT MATERIALS

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

1.56 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or

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reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.57 NATURE OF THE AGREEMENT

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

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

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

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

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

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

1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

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

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

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

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be

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

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

1.59 MUTUAL OBLIGATIONS

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

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

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

1.60 SUBCONTRACTUAL RELATIONS

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

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

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

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled

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and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

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

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

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

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

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

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

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

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

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

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

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

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

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

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

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

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

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

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

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

1.64 REMEDIES IN THE EVENT OF DEFAULT

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

- A. Lost revenues;

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

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

1.65 BANKRUPTCY

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

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

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

1.67 VERBAL INSTRUCTIONS PROCEDURE

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

1.68 E-VERIFY

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

1.69 BUDGETARY CONSTRAINTS

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

1.70 COST ADJUSTMENTS

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

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the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

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Scope of Services

The City of Hollywood, FL invites individuals or firms to submit proposals for the administration of its Home Rehabilitation and Repair Program. This activity provides repairs necessary to provide safe, decent, and sanitary housing and ultimately to preserve the City's affordable housing stock. This may include comprehensive repairs, emergency repairs, and code compliance activities.

Home Rehabilitation and Repair Program Scope of Services

The City is seeking a qualified vendor to partner with City staff in the administration of its Home Rehabilitation and Repair Program which is conducted under the CDBG program . Principally, this RFP requests services that center around the construction management related tasks necessary to administer the Home Rehabilitation and Repair Program. Under the general supervision of a designated CED staff member, the successful Proposer will perform the following tasks:

1. Conduct initial inspection of project site to identify components requiring repair
2. Develop Preliminary Scope of Work
3. Conduct Pre-bid Meeting
4. Develop Final Scope of Work and Cost Estimate
5. Issue Bid
6. Review Bid responses with Property Owner
7. Conduct debarment search on low bidder
8. Award Project
9. Disseminate Bid Tabulation
10. Execute Rehabilitation Contract with successful contractor and owner
11. Issue Notice to Proceed
12. Conduct Field inspections
13. Receive and verify contractor's
14. Receive Contractor Pay Application
15. Coordinate Payments with CED Senior Accountant
16. Close-out Project and Compile Documentation
17. Supply Project Close-out Documentation to Applicant

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Physical Presence of Successful Proposer

While the successful Proposer is not required to have its office in the City of Hollywood, it is required to maintain a physical presence at the office of the Department of Community and Economic Development to facilitate easy customer access for “in office” meetings with clients. Additionally, the successful Proposer will conduct field inspections as required to complete project files.

Additional Services (if needed)

If it becomes necessary for the City to contract assistance in other administrative tasks of the City's Home Rehabilitation and Repair Program, one or more of the following tasks may be requested from the vendor on a case by case basis:

1. **Applicant Intake** - shall include the explanation of the program to the applicant, compilation of back-up documents, Income Certification, determination of applicant eligibility, and applicant notification of eligibility.
2. **Lien, Title, Permit Search** - shall include the documentation of previous property permits, existing liens, title, determination of property eligibility, and applicant notification of eligibility.
3. **Environmental Review** - Conduct Environmental and Historical reviews.
4. **Flood Zone and Enterprise Zone** - Compilation of flood data and identification of Enterprise Zone eligibility.
5. **Lead Based Paint and Termite Inspections** – shall include ordering of Termite inspections, and Lead-Based Paint inspections.
6. **Survey and Elevation Certificate** – shall include the ordering of surveys and elevation certificates and needed.
7. **Loan Closing** – shall include the closing of a loan documents with the applicant.
8. **File Review** – shall include the review of each file for regulatory compliance and completeness prior to storage.
9. **Compliance Review** – shall include reviewing all necessary or appropriate agreements/contracts associated with the Home Rehabilitation and Repair Program for compliance with applicable program and funding requirements. Interface with CED and the approved Housing and Rehabilitation Program contractors regarding routine program administration issues, keep current on federal, state and local policy changes that may impact program requirements
10. **Section 3 Monitoring** – shall include monitoring and recording Section 3 hires and Subcontractors.
11. **Policy and Procedure Amendments** – shall include amending program policies and procedures to improve the efficiency of the program.
12. **Community Housing and Development Organization (CHDO) Workshop** – shall include conducting an annual CHDO workshop that explains the requirements and benefits of becoming a CHDO to non-profits and other interested parties.

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Qualifications

The City seeks a qualified Development Team with the following expertise:

- Verifiable expertise in administration of state and federal affordable housing programs including Community Development Block Grant (CDBG) as governed by 24 CFR 570, Neighborhood Stabilization Program Funds (NSP) as governed by Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Home Investment Partnerships Program (HOME) as governed by 24 CFR 92 and State Housing Initiative Partnership (SHIP) as governed by Florida Administrative Code Chapter 67-37.
- Prior experience in managing affordable housing programs
- Experience in housing construction management
- Demonstrated capacity to deliver high quality customer service

There will be a pre-proposal information meeting in Room 215 of Hollywood City Hall, 2600 Hollywood Boulevard, on April 28, 2015, at 10 a.m. Attendance at this meeting is not mandatory but is **HIGHLY RECOMMENDED**. Any amendments to the RFP solicitation will be developed and posted on Bidsync in the form of an addendum. Interested parties will be given the opportunity to ask pertinent questions of City representatives concerning the Project and submission requirements. Prospective Proposers are advised that a Cone of Silence has been put into effect preventing potential bidders from speaking with members of the City Commission, City staff or any RFP related evaluation committee. However, potential bidders may speak with the City Attorney, the City Manager, or the Procurement Officer assigned to this Solicitation who collectively is excluded from said Cone of Silence.

One (1) original, ten (10) copies, and one (1) electronic copy (either CD/DVD/FLASH DRIVE) of a complete qualifications submission in an 8-1/2x11" format (any graphic representations may be submitted in a 11"x17" format) must be sealed and delivered to the Office of the City Clerk, City of Hollywood, 2600 Hollywood Boulevard, Room 221, Hollywood, FL 33020, on or before 3 P.M., May 21, 2015. Immediately after, all sealed qualifications received will be publicly opened in Room 303 and forwarded to the Evaluation Committee for review and evaluation.

The City of Hollywood reserves the right to accept any proposals deemed to be in the best interest of the City, to waive any irregularities in any proposals, or to reject any and/or all proposals and to re-advertise for new proposals. Any proposal deemed by the City to not meet the basic criteria of the Request for Proposals shall be rejected prior to the evaluation process.

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This document contains detailed and specific information regarding the City's goals with respect to the Housing Rehabilitation and Repair and the defined process for Proposer selection.

About the Department of Community & Economic Development

The Department of Community and Economic Development (CED) operates housing programs and implements economic development initiatives. Our mission is two-fold. First, CED oversees the revitalization of housing and stabilization or improvement of the city's neighborhoods using federal and state grant funds. Second, CED works to attract, retain and expand businesses within the city. The city also has an Enterprise Zone which promotes economic growth and investment in distressed areas by offering incentives to businesses and residents located within zone boundaries. The Department was awarded the National Community Development Week Award from the National Community Development Association in June 2013 and 2014. CED's services include the following:

- Assist with home purchases.
- Expand affordable housing choice.
- Provide loans for home repairs to eligible households.
- Revitalize neighborhoods and sustain the tax base.
- Support and strengthen neighborhood associations.
- Promote a pro-business atmosphere through business services, incentives and resources.
- Spearhead business start-up, retention, expansion and attraction, corridor redevelopment, job creation and job retention.
- Develop programs to promote the success of local businesses including business training, technical assistance, façade programs and site selection.
- Staff Liaison to Community Development Advisory Board, Affordable Housing Advisory Committee, African American Advisory Board, and the Education Advisory Committee.

Overview of the City's Home Rehabilitation and Repair Program

The City of Hollywood's locally adopted Consolidated Plan (as originally adopted pursuant to Resolution No. R-2009-140, and as amended from time to time), has identified the preservation of the City's housing stock as a priority. Preservation of housing stock through the rehabilitation of owner-occupied dwellings is a major community need throughout the City. An appropriate community development objective is to offer assistance to low and moderate income households in order to improve their housing in conformance with minimum property standards, assist with structural and system repairs and provide housing replacement loans. These types of assistance serve a public purpose by improving the quality and stability of Hollywood's

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neighborhoods and its tax base.

Home Rehabilitation and Repair Program Applicant Eligibility

The City's Home Rehabilitation and Repair Program is funded through a combination of HOME funds, SHIP funds, and while not typical, CDBG if necessary. Typically, the City uses its CDBG allocation to fund a "Housing Services" line item which provides support to the various City of Hollywood housing activities. For the ease of administering the program, the City has established one set of income guidelines to meet the requirements of multiple regulations. Applicant(s) must meet the City's income eligibility requirements as established by the federal and/or state guidelines adjusted annually. The current income guidelines are as follows:

| HOUSEHOLD SIZE | MAXIMUM GROSS INCOME |
|----------------|----------------------|
| 1 | \$38,720 |
| 2 | \$44,240 |
| 3 | \$49,760 |
| 4 | \$55,280 |
| 5 | \$59,760 |
| 6 | \$64,160 |
| 7 | \$68,560 |
| 8 | \$73,040 |

1. All Loan Program Applicants must participate in a prequalification review which includes the submission of all documents necessary to participate in the program.
2. Applicant(s) shall not be anticipating nor involved in any bankruptcy or foreclosure action during any stage of the process.
3. Applicant(s) shall be a United States Citizen or legal resident, eligible to receive federal assistance as defined in Title 8 of the U.S.C. and 24 CFR Section 570.613, the owner and occupant of the property and must comply with all program terms and conditions including but not limited to rent restrictions.
4. Applicant(s) must be current on all secured mortgage(s), all applicable insurance policies and real estate taxes at the time of application.

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5. Applicant(s) residing in condominiums are eligible.

Property Eligibility

1. Mobile Homes and Co-Operatives are not eligible properties
2. The property in need of repair must be located within the corporate limits of the City of Hollywood.
3. Eligible properties must have been granted Homestead Exemption from the Broward County Property Appraisers Office or the owner has applied for Homestead Exemption prior to applying for any financial assistance.
4. The property must conform to City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
5. The maximum loan amount per household for eligible repair items shall not exceed \$55,000.00 unless the repairs are for: (a) correcting existing property standard violations which are set forth in Chapter 157, Hollywood Code of Ordinances as well as Federal Minimum Housing Quality Standards set forth in 24 CFR Part 982; or (b) curing an overcrowding condition, in which case the loan shall not exceed 50.9% of the assessed value of the property. The maximum loan amount shall be based upon the aggregated total of all outstanding City of Hollywood housing loans for the subject property. Additionally, the maximum loan amount is subject to applicable permitting regulations and may be less than \$55,000.00, depending upon the elevation of subject property.
6. The post rehabilitation value shall be the sum of 110% of the Just Market Value plus 25% of the rehabilitation cost(subject to change in accordance with applicable regulations and/or program policies). Just Market Value is established by the Broward County Property Appraiser Office and is adjusted annually to reflect the recorded selling prices.
7. If required by the Florida Building Code, all non-conforming improvements to primary structures must be removed or made to conform to current codes.
8. If any allowable repair item is deemed to constitute a condition of imminent threat to the public health, safety or welfare to the occupant or property, as determined by the City's Chief Building Official, the project will be prioritized and shall supersede existing rehabilitation projects/applications.
9. Applicable insurance policies must be current at the time of application and maintained throughout the life of the loan. If insurance policies are not maintained, the City has the option to either force place insurance or to notify the borrower that they are in default of the mortgage on the property and to pursue any and all legal remedies to collect on the mortgage and/or Promissory Note.

Contractor Selection

Via a separate process, the City's Department of Community and Economic Development solicited proposals for a sufficient number of State of Florida General Contractors and Building Contractors to provide construction services in conjunction with the Department's Housing Rehabilitation and Voluntary Demolition/Relocation Programs from which the successful program administrator shall select. The services include:

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- Repair and rehabilitation of owner-occupied dwellings on behalf of households that meet specific program guidelines.
- Construction of new housing to replace substandard housing on property owned by an eligible household who will occupy the new housing upon completion.

The City will provide participants in the Housing Rehabilitation and Voluntary Demolition/Relocation Programs a list of qualified contractors from which to obtain bids for their housing rehabilitation project. Participants will enter into a construction contract with the contractor submitting the most responsive bid. The contract is between the property owner and the contractor. However, each project will be overseen by the successful Proposer to the Housing Services RFP. Upon completion of the project, the contractor will be required to provide the property owner a one-year, written warranty on completed work commencing when the Certificate of Completion or Certificate of Occupancy is issued. A sample warranty statement should be included with the response to the Request for Qualifications.

Once placed on the list of approved contractors, firms are required to bid on each project presented by the successful Proposer to the Housing Services RFP. The City of Hollywood may limit the number of open projects any single contractor has underway simultaneously. In these instances, the affected contractor will be excused from bidding on new projects pending successful completion of the open projects.

List of approved contractors:

Assured Contracting LLC – Luigi Galascio – 30991
3553 NW 10th Avenue
Oakland Park, FL 33309
954-652-1098
954-692-9100 fax
lgalascio@gmail.com

COSUGAS LLC – Herman Giacomelli - 33351
966 Nandina Drive
Weston, FL 33327
954-249-6820
954-217-5029 FaX
hgiacomelli@cosugasllc.com

Daniel Secu Corporation (DSG Construction) – Daniel Secu -33166
3701 McKinley Street
Hollywood, FL 33021

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954-854-4222
954-391-9922 fax
Secu777@gmail.com

Gentile Corp. – Oscar Frozini - 34842
3160 Turtle Cove
West Palm Beach, FL 33411
954-553-0375 office
954-520-0548 cell
561-688-1398 fax
gentilellc@comcast.net

Stacy Bomar Construction LLC – Stacy Bomar - 30744
811 Renmar Drive
Plantation, FL 33317
954-321-6263
954-321-5678 Fax
sbomarconstruction@gmail.com

Home Rehabilitation and Repair Program Allowable Repairs

- Demolition of illegally constructed improvements, modifications, additions or enclosures and detached accessory buildings (garage, shed) deemed hazardous.
- Repairs which are essential to eliminate an immediate threat to the health, safety or welfare of the occupant or preserve the integrity of the structure. For loans funded with HOME funds, repairs needed to bring the home into compliance with HUD Housing Quality Standards are deemed Essential Repairs.
- Installation of emergency egress windows/doors and smoke detectors.
- Installation of wheelchair ramps, grab-bars, door widening and other safety or accessibility components required by a disabled occupant.
- Correction or abatement of lead-based paint hazards or asbestos hazards by methods approved by HUD or EPA.
- Connecting a home to the city sewer system when such action is required by the City due to the close proximity of a sewer lateral.
- Roof – hurricane hardening, including roof strap bracing and structural reinforcement. Roof structural repairs (beams, rafters) when cost effective.
- Repairs to the foundation, columns or other portions of the support structure of the dwelling, grouting or patching deteriorated or missing masonry or concrete.
- Repairs to chimneys as may be necessary to correct unsafe conditions and/or structural deterioration.
- Repair of subflooring, when the surfaces have deteriorated or are unsafe.
- Repair of floor structures, stairs, and porch decks, where hazardous, and repair or installation of columns, handrails and guardrails where insecure or missing.

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- Treatment for and correction (when cost effective) of structural damage caused by termites or other organisms.
- Electrical repairs needed to correct defects in wiring or fixtures, remove hazards, upgrade systems to better handle modern electrical demands, and bring the home's electrical systems and sub-systems into compliance with local codes. Existing non-functioning fixtures, including ceiling fans and security lighting, to be replaced in-kind.
- Plumbing repairs necessary to assure the availability and sanitary delivery of hot and cold running water and sanitary disposal of waste, including sewer hookups for houses using septic systems, and repair or replacement of unserviceable fixtures and water heaters.
- Repairs to, or proper installation of HVAC equipment or systems necessary to provide adequate heating and cooling of the dwelling.
- Repair/replacement of non-functioning lawn irrigation pump and pumps associated with an existing, in-ground swimming pool.
- Installation of rolled, blown or rigid attic insulation in accordance with recommendations of energy survey conducted by local utility or qualified consultant.
- Replacement of roof (tile, shingles, or flat roof) when deteriorated or near the end of service life.
- Repair/replacement of deteriorated garage door.
- Repair (when cost effective) existing screen enclosure, otherwise remove.
- Repair/replacement of required drive ways, paved walkways, sidewalk.
- Painting exterior walls, roof, trim and awnings (including necessary prep work) when necessary to restore protection of exterior surfaces against the weather.
- Repair/replacement of gutters, fascia, soffit and vents, as necessary to provide sound painting surfaces, provide weather protection, or restore approved architectural details.
- Repairs to masonry exteriors (brick, stucco) or re-siding when existing siding can no longer provide an effective weather barrier.
- Replacement of entry doors as necessary to ensure weather-tight and secure entrances to the dwelling.
- Installation of replacement windows with impact resistant windows, repair broken glazing, replace missing screens.
- Installation of door locks and window sash locks and hardware necessary to make windows operable.
- Replacement or installation of hurricane shutters/panels.
- Repair/replacement or removal of broken or deteriorated fences/gates.
- Removal and replacement (when required) of hazardous, dead or dying trees.
- Replacing landscaping (trees, hedges, sod) on a limited basis to improve curb appeal, when part of more comprehensive rehabilitation project.
- Repair or replacement of defective or deteriorated interior doors and associated hardware.
- Repairs to interior walls and ceilings as may be needed to eliminate air and moisture infiltration and provide sound painting surfaces.
- Painting of interior walls and ceilings when associated with other allowable repair work.

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- Replacement of flooring in areas deemed hazardous or unserviceable with sheet flooring, carpet, tile (bathroom only).
- Repair/installation of code compliant ventilation in kitchen and bathrooms.
- Replacement of non-functioning stove and/or refrigerator.
- Installation of up to two sets of address numbers.

Incidental Repairs

Other repairs may be made when necessary to properly accomplish allowable repairs or to correct unavoidable damages caused to other parts of the home in making allowable repairs. For example, work on attached garages may be conducted, if reasonable to do so when allowable work on the dwelling is the primary focus, such as a roof replacement.

Non-allowable Improvements include, but are not limited to:

- Use of materials, fixtures, or equipment which exceeds in cost that customarily used in the locality for properties of similar type.
- Conversion of a single-family dwelling to a multi-family dwelling.
- Conversion of a commercial or industrial property to a single-family dwelling.
- Work on unattached garages and accessory structures, except as noted under allowable repairs.
- Increases in the floor area of structures, including enclosing non-habitable spaces, such as garages, carports, porches and decks. (Room additions will be considered when necessary to alleviate verified overcrowding situations.)
- Installation of swimming pool, jacuzzi, decorative fountain, screened enclosure, boat/RV parking surface, accessory building (shed).
- Non-essential appliances, including clothes washer/dryer, dishwasher, garbage disposal, microwave oven, humidifier, water softener, etc.

NOTICE TO PROPOSERS REGARDING SECTION 3*

The work to be performed under this Request for Qualifications is associated with a program funded in whole or in part by the Department of Housing and Urban Development (HUD). All Department of Community Development projects shall uniformly comply with the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 170 u.

What is Section 3? Section 3 is a provision that helps foster local economic development, neighborhood economic development, and individual self-sufficiency.

HUD funds represent one of the largest sources of federal dollars in communities and the expenditure of these funds typically results in new contracting and employment opportunities. The Section 3 requirements ensure that when new jobs or contracts are created as a result of the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent and to the businesses that are owned by or substantially employ these persons

Who is a Section 3 Resident?

1) Public housing residents; or

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2) Low and very low income persons who live in the area where a HUD-assisted project is located. (See map on following page of eligible areas in Hollywood.)

What is a Section 3 Business? A business that meets one of the following:

1. Is 51% or more owned by *Section 3* residents; or
2. Employs *Section 3* residents for at least 30% of its full-time, permanent staff; or
3. Provides evidence of a commitment to subcontract 25% or more of the dollar amount of the awarded contract to *Section 3* businesses.

Compliance with the provisions of *Section 3*, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

To register as a *Section 3* Business and **qualify for a Section 3 preference**, contact Anthony Grisby, Community Development Program Administrator at (954) 921-3271. For more information on the requirements of *Section 3*, visit the HUD website at www.hud.gov/Section3.

* Information obtained from HUD-972-FHEO

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Solicitation #: **RFP-4452-15-RL****PART II: PROPOSAL SUBMISSION REQUIREMENTS****A. SUBMISSION REQUIREMENTS**

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

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED
BELOW:

RFP NO: RFP-4452-15-RL

Home Rehabilitation & Repair Program
Administration Services

TO BE OPENED:

3:00 P.M., May 21, 2015

IN ROOM:

303, CITY HALL

AND ADDRESSED TO:

CITY OF HOLLYWOOD

OFFICE OF THE CITY CLERK

2600 HOLLYWOOD BLVD., RM 221

HOLLYWOOD, FLORIDA 33020

AN ORIGINAL, CLEARLY IDENTIFIED, TEN (10) COPIES, AND ONE (1)
ELECTRONIC COPY (EITHER CD/DVD/FLASH DRIVE) OF YOUR PROPOSAL
MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his/her proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a proposal is sent by mail, the Proposer shall be responsible for its delivery to the City Clerk's Office before 3:00 p.m. on the date shown above for receipt of proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

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The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

The City of Hollywood reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and request new proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

B. RFP SCHEDULE: The anticipated scheduling of the RFP process is as follows:

- RFP released: April 16, 2015
- Pre-proposal conference: April 28, 2015, at 10:00 a.m., Room 215
- Written Questions due: May 7, 2015 by 5:00pm
- Proposals due (Room 221) May 21, 2015 by 3:00 p.m.

C. PRE-PROPOSAL CONFERENCE

Proposers or their representatives are requested to attend a pre-proposal conference in Room 215 of Hollywood City Hall, 2600 Hollywood Boulevard, Hollywood, FL at 10:00 A.M. on April 28, 2015. The purpose of this conference is to allow City of Hollywood staff the opportunity to provide clarification and respond to questions from potential Proposers relative to any facet of this solicitation.

Due to the importance of the bidders having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at this conference is not mandatory but is **STRONGLY ENCOURAGED.**

D. PROPOSAL GUIDELINES AND FORMAT

One (1) original, ten (10) copies, and one (1) electronic copy (either CD or disk) of a complete qualifications submission in an 8-1/2" x 11" bound document are to be submitted by 3:00 p.m., March 25, 2015, to the **Office of the City Clerk, City of Hollywood, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida, 33020**. Proposal Submissions must be clearly marked " Home Rehabilitation and Repair Program" — Administrator Qualifications" using the label on page two of this document. **NO LATE ENTRIES WILL BE CONSIDERED.**

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E. SELECTION PROCESS

Evaluation of the Proposals will be performed by a committee selected by the City. The Committee will evaluate the firms according to their Proposal. The initial scores will be tallied and a short list will be developed consisting of the firms receiving the highest point ratings. The committee may conduct discussions with vendors on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing vendors. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinance, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. **The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.**

F. EVALUATION CRITERIA

Proposals will be evaluated using the criteria listed below to ascertain those Proposals most qualified. The Items to be considered during the evaluation and their associated point values are as follows:

1. Respondent Profile: (0-30 points)

The City will evaluate the extent to which the Proposer evidences the requisite qualification, ability, and capacity to perform the outlined Scope of Services. In the Proposal, include the following information:

- a. Company Description and description of the Proposer's qualifications for performing the subject services.
- b. Age and size of the company
- c. Number and nature of the staff to be assigned to this project (resumes or biography required)
- d. Identify the supervisory and management staff who will be assigned to the engagement and indicate whether each holds any certifications and licenses applicable to the proposed project. Provide resumes or biographies for each person that will be assigned this project.
- e. Provide an organizational chart depicting the project team for this assignment

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- f. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to the Proposer's performance of any services arising within the last three (3) years prior to the date of this RFP.

2. Project Experience (0-20 points)

- a. Narrative of the Proposer's management approach and project management systems.
- b. Description of systems to ensure high-quality and prompt customer service as well as processes to resolve customer dissatisfaction and contractor disputes consistent with state and federal requirements.
- c. Verifiable experience in construction project management.
- d. Complete and substantiated evidence of the Proposer's understanding and knowledge of financial reporting and documentation for state/federal affordable housing programs.
- e. Summary of prior relevant project experience.
- f. Complete and substantiated evidence of the Proposer's track record of achieving state and federal affordable housing expenditure deadlines.
- g. Evidence of affordable housing policy development and implementation.

3. Price Proposal: (0-30 points)

Proposer shall provide a price on the RFP form which is inclusive of all costs incurred by the contractor for program implementation and administration. No separate reimbursements for travel or other costs are permitted. The City reserves the right to reject any and all RFP responses, to waive technicalities, and to award to the lowest responsive and responsible proposer, as deemed in the City's best interest. For evaluation purposes table A of the "Pricing Page" will be used to calculate the score.

4. References: (0-20 points)

Provide at least five (5) client reference which the Proposer has provided similar services and example deliverable, along with contact information. Special emphasis will be placed on customer service track record.

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H. OTHER CONSIDERATIONS

1. The City reserves the right to approve substitutions for assigned personnel proposed for this engagement at its sole discretion.
2. All contact for information regarding the Proposal must be addressed to Rob Lowery, Procurement Contracts Officer or to facilitate prompt receipt of questions, they may be sent via Bidsync. Over the course of this RFP process, related contact with City or CRA 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 Proposer. **Questions must be received no later than 5:00 pm, May 7, 2015.**

Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or unclear, or that additional information is needed, he should request such information or clarification in writing to rlowery@hollywoodfl.org or his designee so that appropriate addenda may be issued, if necessary, and posted on the City's website for the benefit of all prospective Proposers.

3. No oral change or interpretation of the provisions contained in this Request for Proposal is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued and posted on the City's website when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
4. All materials submitted in response to the RFP 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 RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted to the City Clerk's Office may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.
5. After initial review of the Proposals, the City may invite any Proposer for an interview to discuss the Proposal and meet its representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.

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6. The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this two-stage Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. The City also reserves the right to waive minor technical defects in a Proposal. In the event that this Request for Proposals is withdrawn by the City for any reason, the City shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the Proposer.

I. EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

K. ADA COMPLIANCE

Persons with disabilities who require reasonable accommodation to participate in City programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management at (954) 921-3218 (voice). If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.

L. PUBLIC ENTITY CRIMES

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

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Solicitation #: **RFP-4452-15-RL****INSURANCE REQUIREMENTS FOR THIS SERVICE**

Proposer 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 | \$500,000 |
| Each Occurrence | \$500,000 |

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 | \$300,000 |
|-----------------------|-----------|

Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

- C. Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

| | |
|-----------------------|--|
| Worker's Compensation | \$500,000/500,000/500,000 for coverage |
|-----------------------|--|

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D. Professional Liability Insurance

Professional Liability \$500,000 each claim
\$1,000,000 aggregate

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 vendor 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 proposer 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.

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

PROPOSER'S QUESTIONNAIRE

All information requested in this questionnaire should be provided by the Proposer. Statements must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.

Statements and answers relating to each question in this questionnaire may be answered on the page on which the question is found or by attaching 8-1/2" x 11" supplemental sheets. Photographs or other illustrative materials should be bound into the proposal. Any relevant supplemental material should be identified by the Proposer's name and address and the page number of the questionnaire to which the supplemental material is applicable.

By submission of a proposal, the Proposer acknowledges and agrees that the City Manager has the right to make inquiries to substantiate or supplement information contained in this questionnaire, including the right to review prior years' tax returns, and authorizes the release to the City Manager of any and all information sought in such inquiry and that in accordance with the laws of the State of Florida, the proposal and any such information shall be available for review by the public.

PROPOSER'S FINANCIAL DATA

Financial Statement

Proposer, owner-corporations of Proposer, and any person or business entity guaranteeing the performance of the Proposer must attach audited financial statements for the most recent Fiscal Year end, prepared in accordance with generally accepted accounting principles.

Surety Information

Has any surety or bonding company ever been required to perform upon Proposer's default or any entity previously owned or controlled by Proposer? Yes () No ()

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If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

Bankruptcy Information

Has Proposer or any entity previously owned or controlled by Proposer ever been declared bankrupt? Yes () No ()

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

Pending Litigation

Provide on attached sheets detailed information regarding pending litigation, liens, or claims involving any participant in the proposal or any entity previously owned or controlled by Proposer.

PARTNERSHIP STATEMENT

If Proposer is a partnership, answer the following:

1. Date of Organization

2. General Partnership ()

Limited Partnership ()

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3. Statement of Partnership recorded? Yes () No ()

| Date | Book | Page | County | State |
|------|------|------|--------|-------|
|------|------|------|--------|-------|

4. Has the partnership done business in the State of Florida?

Yes () No () When? Where?

5. Name, address, and partnership share of each general and limited partner. (If partnership is a corporation completes the following page for corporation.)

General/

| <u>Limited</u> | <u>Name</u> | <u>Address</u> | <u>Share</u> |
|----------------|-------------|----------------|--------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

6. Attach a complete copy of the Partnership Agreement.

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Solicitation #: **RFP-4452-15-RL****CORPORATION STATEMENT**

If Proposer is incorporated, answer the following:

1. When incorporated?
2. Where incorporated?
3. Is the corporation authorized to do business in Florida? Yes () No ()
4. The corporation is held: Publicly () Privately ()
5. If publicly held, how and where is the stock traded?.....
6. List the following:

| | <u>Authorized</u> | <u>Issued</u> | <u>Outstanding</u> |
|--|-------------------|---------------|--------------------|
|--|-------------------|---------------|--------------------|

(a) Number of voting shares:

(b) Number of non-voting
shares:

(c) Number of shareholders:

(d) Value per share of

Common Stock: (if publicly traded)

| | |
|--------|----|
| Par | \$ |
| Book | \$ |
| Market | \$ |

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7. Furnish the name, title, address and the number of voting and non-voting shares of stock held by each officer and director and each shareholder owning more than 5% of any class of stock. If more than 5% of any class of stock is held by one or more corporations, then each owner-corporation must also complete separate pages (type corporation name on said pages for identification purposes) and furnish the required financial statement.

If said owner-corporations are owned by other corporations, then these other corporations must also complete separate pages (type corporation name on said pages for identification purposes) and furnish the required financial statement. The City Manager requires information on all corporations that directly or indirectly have an ownership in the Proposer-corporation.

8. If an individual or corporation will be guaranteeing performance of the Proposer corporation, state name here and also complete separate pages and if corporation (type corporation name on said pages for identification purposes), furnish financial statement for the individual or corporate guarantor.

“PRICING PAGE”

Note: Pricing Table A itemizes the mandatory services requested under this RFP. The proposer shall estimate cost under the following assumptions:

- The proposer shall be providing all of the services within the table
- The total amount of case files shall be between 40 and 50 per year
- While the successful Proposer is not required to have its office in the City of Hollywood, it is required to maintain a physical presence at the office of the Department of Community and Economic Development
- The services requested shall work seamlessly with City staff as depicted on the flow chart attached as Illustration A
- This will be used for the Evaluation Portion of the RFP

Prices must be stated in case file units. In case of discrepancy in computing the amount of the bid, the case file price quoted will govern and the total adjusted accordingly. **No spaces are to be left blank.**

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Solicitation #: **RFP-4452-15-RL****Pricing Table A**

| ITEM | DESCRIPTION OF ITEM | PER CASE FILE PRICING |
|------|--|-----------------------|
| 1 | Preliminary Scope of Work | \$ |
| 2 | Pre-bid Meeting | \$ |
| 3 | Final Scope and Cost Estimate | \$ |
| 4 | Issue Bid | \$ |
| 5 | Review Bid Responses | \$ |
| 6 | Debarment Search | \$ |
| 7 | Project Award | \$ |
| 8 | Bid Tabulation | \$ |
| 9 | Execute Rehabilitation Contract | \$ |
| 10 | Issue Notice to Proceed | \$ |
| 11 | Field Inspections (up to 5) | \$ |
| 12 | Change Orders (up to 3) | \$ |
| 13 | Process Contractor Pay Applications (up to 3) | \$ |
| 14 | Coordinate Payments with CED Senior Accountant (up to 3) | \$ |
| 15 | Close-out Project and Compile Documentation | \$ |
| 16 | Supply Project Close-Out Documentation to Applicant | \$ |
| | Total per Case/Project | \$ |
| | Estimated cases per year | 45 |
| | Total estimated per year cost | \$ |

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Solicitation #: **RFP-4452-15-RL****Additional Cost (if needed)**

| ITEM | DESCRIPTION OF ITEM | QTY | PRICE |
|------|--|-----|-------|
| 1 | Field Inspections | 1 | \$ |
| 2 | Change Orders | 1 | \$ |
| 3 | Process Contractor Pay Applications | 1 | \$ |
| 4 | Coordinate Payments with CED Senior Accountant | 1 | \$ |

Note: If it becomes necessary for the City to contract assistance in other administrative tasks of the City's Home Rehabilitation and Repair Program, one or more of the following tasks may be requested from the vendor on a case by case basis. Pricing Table B itemizes the additional services that may be requested of the successful proposer. The proposer shall estimate cost under the following assumptions:

- The proposer may be asked to provide any single item within Table B or all of the items in Table B.
- The total amount of case files shall be between 40 and 50 per year
- While the successful Proposer is not required to have its office in the City of Hollywood, it is required to maintain a physical presence at the office of the Department of Community and Economic Development
- The services requested shall work seamlessly with City staff as depicted on the flow chart attached as Illustration A
- The CHDO workshop will be conducted once per year.
- This will not be used for the Evaluating portion of the RF

With the exception of the CHDO workshop, prices must be stated in case file units. **No spaces are to be left blank. If the Proposer cannot provide the service requested, the space should be marked as N/B for No Bid.**

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Solicitation #: **RFP-4452-15-RL****Pricing Table B**

| ITEM | DESCRIPTION OF ITEM | PER CASE FILE PRICING |
|------|--|-----------------------|
| 1 | Applicant Intake | \$ |
| 2 | Lien, Title, Permit Search | \$ |
| 3 | Environmental Review | \$ |
| 4 | Flood Zone and Enterprise Zone | \$ |
| 5 | Lead Based Paint and Termite Inspections | \$ |
| 6 | Survey and Elevation Certificate | \$ |
| 7 | Loan Closing | \$ |
| 8 | File Review | \$ |
| 9 | Compliance Review | \$ |
| 10 | Section 3 Monitoring | \$ |
| 11 | Policy and Procedure Amendments | \$ |

| ITEM | DESCRIPTION OF ITEM | PER WORKSHOP PRICING |
|------|----------------------|----------------------|
| | CHDO Workshop | \$ |

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Solicitation #: **RFP-4452-15-RL****HOLD HARMLESS AND INDEMNITY CLAUSE**

(Company Name and Authorized Representative's Name)

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

SIGNATURE_____
PRINTED NAME_____
COMPANY OF NAME_____
DATE**Failure to sign or changes to this page shall render your bid non-responsive.**

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Solicitation #: **RFP-4452-15-RL****NONCOLLUSION AFFIDAVIT****STATE OF:** _____**COUNTY OF:** _____, being first duly sworn, deposes and says that:

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

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

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Solicitation #: **RFP-4452-15-RL****SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

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

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

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

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

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

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

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

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

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

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

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

(Signature)

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

Personally known _____

Or produced identification _____ Notary Public-State of _____

(Type of identification) my commission expires __________
(Printed, typed or stamped commissioned name of notary public)**Failure to sign or changes to this page shall render your bid non-responsive.**

April 16, 2015City of Hollywood, Florida
Solicitation #: **RFP-4452-15-RL****CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

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

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

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

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Solicitation #: **RFP-4452-15-RL****DRUG-FREE WORKPLACE PROGRAM**

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

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

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

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

April 16, 2015

City of Hollywood, Florida
Solicitation #: **RFP-4452-15-RL****SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

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

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

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

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

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

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

| | |
|-----------------|--------------|
| _____ | _____ |
| SIGNATURE | PRINTED NAME |
| _____ | _____ |
| NAME OF COMPANY | TITLE |

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

April 16, 2015

City of Hollywood, Florida
Solicitation #: **RFP-4452-15-RL****REFERENCE QUESTIONNAIRE**

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

Giving reference for: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

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

A:

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

A:

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

A:

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

A:

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

A:

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

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

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

A:

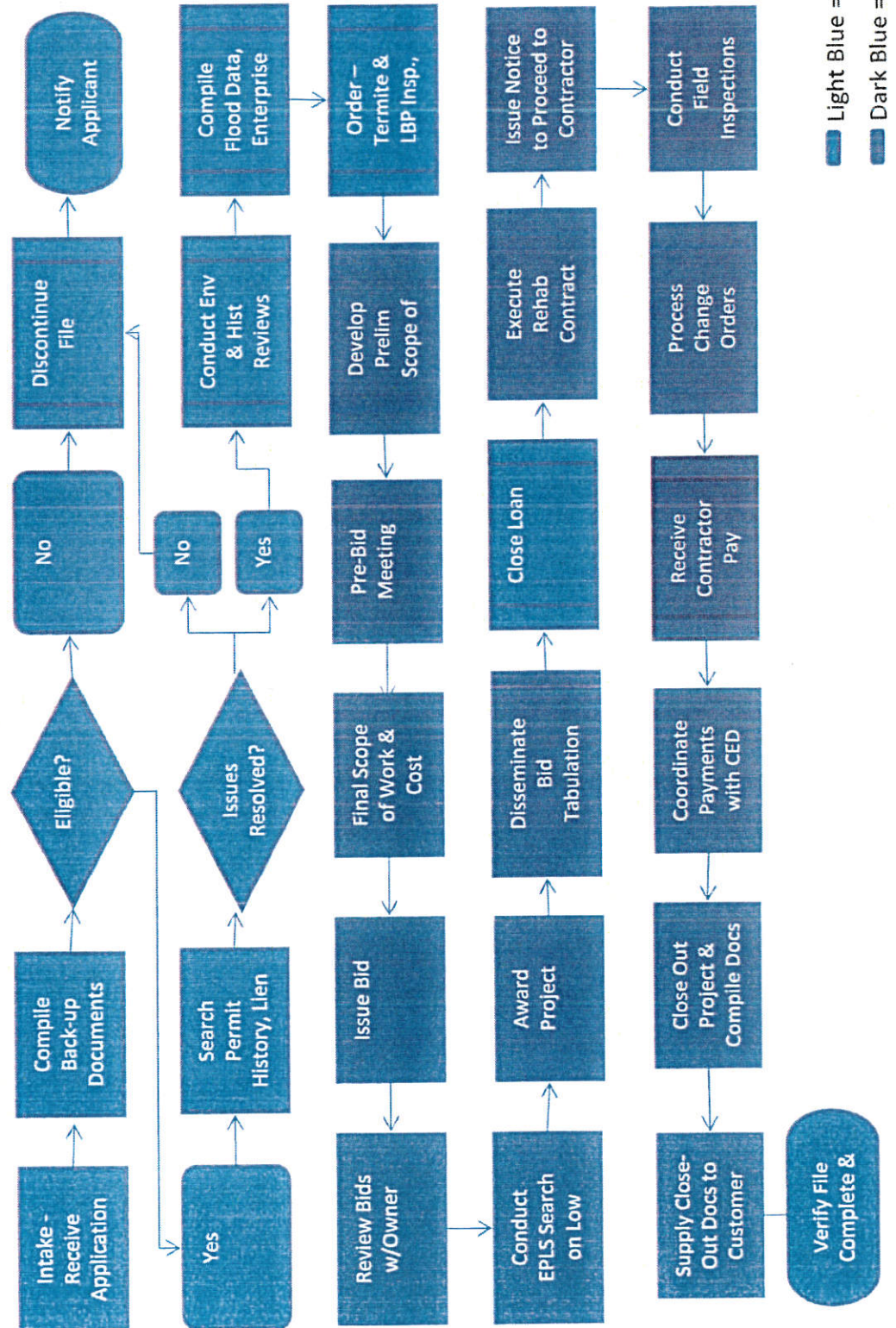
The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____ Title: _____

Signature: _____ Date: _____

Illustration A

Primary Stages in Current Income Certification & Rehabilitation Project Management Process



Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ <input type="checkbox"/> Other (see instructions) ► _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ► | Date ► |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of Hollywood, Florida

**PROCUREMENT SERVICES RM. 303
P. O. Box 229045 ZIP 33022-9045**

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN, that the City Commission of the City of Hollywood, Florida is advertising for Sealed Request for Proposals, which will be received by the City Clerk of the City of Hollywood, Florida until **3:00 P.M., May 21, 2015**, at which time they will be opened and publicly read in the Procurement Services Division, Room 303, City Hall, 2600 Hollywood Boulevard, Hollywood, Florida.

RFP-4452-15-RL – Home Rehabilitation and Repair Program Administration ADDENDUM NO. 1

Questions submitted in regards to the above RFP and corresponding answers:

Q1: Estimated budget for this project?

A1: The estimated budget for the current program year is approximately \$600,000.00 (annually); additional program funding is anticipated in subsequent years.

Q2: Regarding the issue of financial statements, we claim an exception to the requirement for audited statements, due to the small size of our company and the prohibitive cost as well as the disclosure of proprietary information as to how we are set up for business.

A2: The RFP doesn't provide exceptions to the financial disclosure requirements.

Q3: On the Proposer's Financial Data form, Items 5, 6 (a through d) and 7 appear to apply only if the Corporation is publically traded. We are privately held. So do those items apply to privately held corporations?

A3: The terms apply to privately held corporations.

Q4: How does the City currently handle its IDIS and DRGR reporting?

A4: Reporting is accomplished electronically.

Q5: On the Non-Collusion Affidavit, there is no space, after the name of the "County" to place the name of the person being sworn and deposed.

A5: The name of the person being sworn and deposed is to be listed on the first line underneath the name of the "County".

Q6: As items such as applicant certification are not part of the initial RFP but are possible additions and the City or some other entity provides that service, will the City or the other entity indemnify and hold harmless the successful proposer from any actions that might arise from later monitoring that determines that the homeowner/applicant was not eligible for the work performed?

A6: Responsibility for the accuracy of any eligibility certification conducted by the City shall be borne by the City. Likewise, responsibility for the accuracy of any



City of Hollywood, Florida

**PROCUREMENT SERVICES RM. 303
P. O. Box 229045 ZIP 33022-9045**

eligibility certification conducted by the successful proposer shall be borne by the proposer.

Q7: In addition to the "Pricing Proposal" requested, is it permissible to provide additional pricing, where it might be difficult to separate one or more activities into individual cost?

A7: Pricing shall be apportioned as indicated in the pricing tables.

All other specifications, terms & conditions remain the same.

MAILED RFP'S

If you have already submitted your printed Request for Proposals, it will be retained in the City Clerk's Office until the Proposal opening time and date. If you wish to pick up your RFP that has already been submitted, you can do so by showing proper identification, in the Office of the City Clerk, 2600 Hollywood Blvd, Room 221, Hollywood, Florida 33020.

Please sign and return with your RFP.

COMPANY NAME: _____

PROPOSER'S SIGNATURE: _____

Dated this 11th day of May, 2015

Question and Answers for Bid #RFP-4452-15-RL - Home Rehabilitation and Repair Program Administration Services

Overall Bid Questions

Question 1

Estimated for this project? (Submitted: Apr 16, 2015 5:52:48 PM EDT)

Answer

- Refer to Addendum 1 (Answered: May 11, 2015 4:31:53 PM EDT)

Question 2

Will you release the Estimate at the prebid? and if so will you issue it out in an addendum. (Submitted: Apr 17, 2015 1:26:33 PM EDT)

Answer

- Refer to Addendum 1 (Answered: May 11, 2015 4:31:53 PM EDT)

Question 3

1. Regarding the issue of financial statements, we claim an exception to the requirement for audited statements, due to the small size of our company and the prohibitive cost as well as the disclosure of proprietary information as to how we are set up for business.

2. Additionally, in the same form Items 5, 6 (a through d) and 7 appear to apply only if the Corporation is publically traded. We are privately held. So do those items apply to privately held corporations?

3. How does the City currently handle its IDIS and DRGR reporting?

4. On the Non-Collusion Affidavit, there is no space, after the name of the "County" to place the name of the person being sworn and deposed.

5. As items such as applicant certification are not part of the initial RFP but are possible additions and the City or some other entity provides that service, will the City or the other entity indemnify and hold harmless the successful proposer from any actions that might arise from later monitoring that determines that the homeowner/applicant was not eligible for the work performed?

6. In addition to the "Pricing Proposal" requested, is it permissible to provide additional pricing, where it might be difficult to separate one or more activities into individual cost? (Submitted: Apr 28, 2015 5:49:38 PM EDT)

Answer

- Refer to Addendum 1 (Answered: May 11, 2015 4:31:53 PM EDT)