

Solicitation RFP-4547-17-RL

Beach Concessions

Bid Designation: Public



City of Hollywood, Florida

Bid RFP-4547-17-RL Beach Concessions

Bid Number RFP-4547-17-RL
Bid Title Beach Concessions

Bid Start Date May 11, 2017 7:50:12 AM EDT
Bid End Date Jun 8, 2017 3:00:00 PM EDT
Question & Answer End Date May 31, 2017 5:00:00 PM EDT

Bid Contact Robert Lowery
 Procurment Contracts Officer
 954-921-3552
 RLOWERY@hollywoodfl.org

Bid Contact Daniel Mainero
 Procurement Specialist
 954-921-3248
 dmainero@hollywoodfl.org

Bid Contact Paul Bassar
 Contract Compliance Officer
 954-921-3628
 pbassar@hollywoodfl.org

Pre-Bid Conference May 30, 2017 10:00:00 AM EDT
Attendance is optional
Location: 1405 South 28th Avenue
Hollywood, FL 33020

Addendum # 1

New Documents	Bid-Proposal Conference Sign-In Sheet.pdf
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Description

The City of Hollywood, FL ("City") invites proposals from qualified firms, partnerships and/or individuals, hereinafter referred to as "Contractor", to enter into a License Agreement for the operation of beach equipment concessions on Hollywood Beach, hereinafter referred to as "Beach".

The Beach constitutes a major recreational and open space venue within the City and is of vital importance to residents and visitors. The Hollywood Beach Broadwalk, a promenade that stretches nearly 2.5 miles along the Beach was named one of America's Best Beach Broadwalk by Travel + Leisure Magazine and America's top ten nostalgic promenades by USA Today.

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**Beach Concessions
RFP-4547-17-RL**

Issue Date: May 10, 2017

Closing Date: June 8, 2017

Pre-Proposal Meeting Date: May 30, 2017

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

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ACKNOWLEDGMENT AND SIGNATURE PAGE

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

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

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

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

Company's Internet Web Address: _____

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/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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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: Beach Concessions
Bid/Proposal Number: RFP-4547-17-RL
Bid/Proposal Opening Date: June 8, 2017

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**
- Seven (7) Copies**
- One (1) complete electronic copy (CD, DVD or 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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RFP-4547-17-RL – BEACH CONCESSIONS

INTENT

The City of Hollywood, FL (“City”) invites proposals from qualified firms, partnerships and/or individuals, hereinafter referred to as “Contractor”, to enter into a License Agreement for the operation of beach equipment concessions on Hollywood Beach, hereinafter referred to as “Beach”.

The Beach constitutes a major recreational and open space venue within the City and is of vital importance to residents and visitors. The Hollywood Beach Broadwalk, a promenade that stretches nearly 2.5 miles along the Beach was named one of America’s Best Beach Broadwalk by Travel + Leisure Magazine and America’s top ten nostalgic promenades by USA Today.

The goal of this competitive RFP process is to select a Contractor and execute a License Agreement to operate a sustainable beach equipment concession at the Beach for the City of Hollywood.

The successful Contractor must demonstrate previous experience and financial capability to render services identified in this RFP document.

The City reserves the right to accept any proposal deemed to be in the best interest of the City including the waiver of any irregularities within the proposal, cancelation of this RFP, rejection any/all proposals and to re-advertise for new proposals. Submitted proposals deemed by the City as not meeting the basic criteria of the RFP shall be rejected prior to the evaluation process.

NOTE: It is the responsibility of each Contractor to redact all information (i.e., social security numbers and bank account numbers) that is not specifically required to be submitted and is not exempt from the mandatory disclosure requirements of the Public Records Law.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference for all firms interested in submitting a proposal will be held on May 30, 2017 at 10:00 A.M. at Parks, Recreation and Cultural Arts Administrative Office located at 1405 South 28 Avenue, Hollywood, FL 33020 to answer questions about the RFP. The Pre-Proposal Conference is not mandatory, but it is strongly encouraged that you attend.

CONTRACT TERM

The initial term of shall be for a period of five (5) years. The City, may renew the agreement for one (1) additional three (3) year period subject to the concessionaire’s satisfactory performance and acceptance and determination that renewing is in the best interest of the City.

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MINIMUM QUALIFICATIONS

Vendor must have at least three (3) years of experience as a beach concessionaire in the State of Florida. Proposers must be licensed to do business in the State of Florida per the Division of Corporations <http://dos.myflorida.com/sunbiz/>

PROJECT SCOPE

Introduction

The scope of services consists of furnishing all labor, supplies, equipment, tools, services, and supervision necessary to perform and maintain a first class, neat, safe sanitary and professional operation and in accordance with and subject to the terms and conditions of the final executed License Agreement and all applicable laws. The selected proposer, hereinafter referred to as Contractor, shall create an atmosphere suitable for adults, families with young children and seniors. Contractor shall ensure at all times that services provided are a high quality. The agreement between the Contractor and the City shall be deemed a licensee/management agreement and not a lease agreement. When the term premises is used that shall refer to the area where the contractor is granted management responsibility and concession rights. The Contractor is being retained, subject to the restrictions set forth herein; to use its experience, expertise, and judgment to achieve the goal and objectives of this RFP.

The Contractor shall provide public rental of beach equipment on the area of Hollywood Beach described as follows:

From the Easterly extension of the North Right-of-Way Sherman Street, Southerly to the extension of the South Right-of-Way of Bouganvilla Street and from the Easterly Right-of-Way of the Broadwalk to a point 150 feet East of the Mean High Water Line, less the area from Easterly extension of the South Right of Way of Johnson Street to the Easterly extension of the North Right of Way of Michigan Street and from the Easterly Right-of-Way of the Broadwalk to a point 150 feet East of the Mean High Water Line, less the area from Easterly extension of the South Right of Way of Wilson Street to the Easterly extension of the North Right of Way of Roosevelt Street and from the Easterly Right-of-Way of the Broadwalk to a point 150 feet East of the Mean High Water Line.

The City may add areas of Hollywood Beach to the area covered by the License Agreement and delete areas of Hollywood Beach from the area covered by the License Agreement. In the event the City adds or deletes an area as provided in this paragraph, the parties shall promptly renegotiate the License Agreement based upon the addition or deletion.

Beach Concession

Beach equipment shall be deployed in a manner and number that will assure public access and will encourage public use of the Beach.

Contractor shall provide concession building(s)/shed(s) or storage structure(s) to administer the rental or resale of equipment and products. The City will approve concession building type and design along with quantity and location(s). All structures must meet City of Hollywood Building

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Code. The City shall have the right to require the Contractor to relocate any equipment and/or concession buildings/sheds or storage structures upon demand of the City Manager or his designee, if the City determines that a hazardous or unsightly condition exists in an area where such equipment or building structure is located or where the City is undertaking a special event. No other buildings, sheds or storage structures shall be constructed or placed on the beach by the Contractor without the prior written authorization of the City Manager or his designee which shall be at the sole discretion of the City Manager or his designee.

Contractor is responsible for obtaining all necessary permits, licenses and approvals for construction and operation of the facilities from all City, State and Federal agencies having jurisdiction at the sole cost and expense of the Contractor and shall be the responsibility of Contractor. Necessary permits may include but are not limited to obtaining, amending and /or compliance with Certificates of Occupancy, sign-offs, public assembly permits, health department permits, and safety inspections /certificates from Fire Rescue Department.

Beach equipment as referred herein shall mean cabanas, beach chairs and umbrellas, mats, floats, jet skis and other related equipment with written pre-approval. Beach products as referred herein shall mean tanning lotion and sunscreen. Said beach equipment and beach products are subject to the prior written approval of the City Manager or his designee.

Jet skis may be rented in a pre-approved designated area. Rental of such equipment will require specific instructions in its use to patrons, having release of liability forms signed by each patron and any others specific requirements that may be imposed and pre-approved in writing by the City Manager or his designee.

Contractor is not authorized to rent, sell or resell food, beverages, surf boards, body-board, canoes, kayaks, paddleboards, skin-boards or other similar items and equipment. The City Manager or his designee shall have the authority to amend these limitations/restrictions contained herein in his/her sole discretion.

Contractor shall secure all chairs, umbrellas, cabanas and equipment using proper means and locking devices. Contractor facilities and equipment shall be kept in good condition; shall not be damaged, broken, unusable, hazardous or otherwise in poor condition; outside normal wear and tear. The City shall not be responsible for any loss, damage or theft of any equipment or product.

Contractor equipment is not to exceed the east boundary of life guard towers and the west boundary ten (10) feet east of Broadwalk wall.

Contractor should include as part of their submission color photographs of all actual beach equipment to be used. All umbrellas, chairs and cabanas should be a uniform color and made of a material other than wood.

Rules for Use of Motor Vehicles and Small Off-Road Vehicles on Beach and Rates

“Small off-road vehicle” shall mean golf carts and all-terrain vehicles (ATV’s) and any trailer attachment. Anyone driving a “small off-road” vehicle must present an approved safety course certificate before driving vehicle on beach.

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Contractor's motor vehicle, small off-road vehicle and any trailer attached shall only be allowed on the Beach for purposes of the concession operation and to initially deploy equipment at the beginning of the day, transport equipment within the Beach area during operation hours and remove equipment at the close of operations each day. Anyone operating a motor vehicle or small off-road vehicle on behalf of Contractor must have a current Florida Driver's License. Usage will only be permitted during Contractor's regular hours of operation, and shall be completed safely. No motor vehicle, or small off-road vehicle or any trailer attached will be permitted on the Beach after sunset or prior to sunrise. Access to the beach will only be permitted via the predetermined and assigned beach access points.

Motor vehicles or small off-road vehicles including any attached trailers operated on the Beach shall not exceed 5mph. All motor vehicles and small off-road vehicles must have signage, on each side with the name of the Contractor's business.

Contractor shall limit the use of "small off road vehicle". Contractor must submit in their submission the amount of vehicles and trailers to be used to service the Beach area.

Contractor should include as part of their submission color photographs of all "small off road vehicles and trailers to be used to service the Beach area.

Fees and Rate

Rental Rates and Resale Fees

All rental rates and resale fees shall be visibly posted at all times during operation. Rates shall be consistent with those rates and fees for similar services and products on beaches in the Broward, Dade and Palm Beach County market and shall be determined by the Contractor based upon reasonable judgment. A schedule of rate revisions must be provided to the City Manager or his designee at least ten (10) days prior to posting to the public. The City Manager or his designee reserves the right to require the Contractor to conduct a tri-county fee assessment.

Payment Methods

Contractor shall at a minimum accept the following payment methods for all concessions:

- Three (3) major credit cards including at least two (2) of the following: Visa, MasterCard or American Express for all transactions equal to and greater than five dollars (\$5.00).
- Debit cards
- Cash

Operation Hours

Contractor shall be responsible for concession operations during the dates, time and circumstances detailed herein. Contractor shall be required to open beach concessions for business every day year-round notwithstanding any exceptions stated herein. Exceptions may be requested in writing by the Contractor and granted by the City Manager or his designee, or required by the City Manager or his designee to accommodate special events, unusual

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circumstances or force majeure events. All dates and times are subject to change in the City's sole discretion and upon fifteen (15) day written notice to the Contractor.

Beach Concession Hours

Beach concession operating hours shall be during those hours between 9:00am and 5:00pm, Monday through Sunday from September through March and between 9:00am and 7:00pm, Monday through Sunday from April through August. Exceptions shall only be considered when inclement weather conditions do not warrant the operation of beach concessions or with an advanced written request for such change and approval by City Manager or his designee.

Special Circumstances

Contractor shall coordinate and cooperate with City regarding activities and special events conducted in the Beach concession area and shall, upon request from the City, suspend operation of concessions when such events are scheduled.

Force Majeure and Unsafe Conditions

The City Manager or his designee may authorize closing of the beach concession and or premises for the safety of the public. In these circumstances, the beach concession shall remain closed until the City Manager or his designee authorizes the reopening of said services. Should the Fire Department's Fire Rescue and Beach Safety Division or the City's Public Works Beach Maintenance Division determine that a safety condition exists that poses a risk, appropriate representatives have the authority to direct the Contractor to close portions of or the entire concessions and or Beach concession area(s). If the closure is for a period of seven (7) or more consecutive days, Contractor may request, in writing, a proration of the fee to the City. Such request may be granted or denied in the City Manager's or his designee's sole and absolute discretion.

Contractor shall suspend concession operations whenever severe storms or other severe climatic hazards make human health or safety a concern in the sole opinion of the City. The Contractor must, at the time of an official hurricane warning, arrange to remove and or secure all equipment from the beach area being served.

Management and Staffing

All employees of the Contractor and any Sub-Contractor shall be considered to be at the all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Hollywood. Contractor shall determine who is hired and fired (subject to retain rights of the City described below) and shall control the training, conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests and invitees consistent with the operation of a first class Beach Concession and otherwise in accordance with applicable laws and regulations. The City is relying on the Contractor's experience and expertise to retain qualified personnel and direct them as necessary to meet the goals and objective of this RFP.

Contractor shall, at all times, maintain an adequate on-duty staffing level to provide high-quality concession services, handle patron demand and comply with all terms and conditions of this

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Contract. Contractor shall determine, based upon its experience and expertise, the appropriate staffing level. Contractor shall determine the staffing and replacement of personnel provided such personnel are competent, and trained to perform the assigned task.

The Contractor, based upon its experience and expertise, shall employ workers and supervisory staff to service/manage this operation who are, competent, neat, clean, sober, well groomed, and courteous to the public and City staff. All employees shall be employees of the Contractor and shall receive no benefits of any kind whatsoever from City and shall have no contractual or employment relationship with the City.

An experienced manager, as chosen and employed by Contractor, shall oversee the daily operation of the beach concession and have the full authority to direct the operation and immediately take all corrective action required to correct erroneous procedures and insure complete and continuous compliance with the terms and conditions of this agreement at all times while the concession is in operation.

All employees shall be fully trained by Contractor as it deems appropriate, in the tasks they are asked to undertake and said training and performance shall be of a high quality when compared to similar operations in Broward, Dade and Palm Beach Counties. All employees shall so conduct their business as to render a service to the public in a dignified manner and with no pressure, coercion, persuasion or hawking done by the Concessionaire or their attendant(s) in an attempt to influence the public to use this service.

The City reserves the right to approve or reject, for any reason, Contractor's staff assigned to this project at any time. Criminal background checks must be completed, at Contractor's sole expense, on Contractor's officers, employees, agents, volunteers and or independent contractors and made available to City upon request.

Uniforms

Personnel shall dress in a manner appropriate for Beach Concessions. Contractor shall be responsible for the appearance of all working personnel (clean and appropriately dressed at all times). Personnel shall wear standardized Contractor provided uniforms while working.

Regulations, Enforcement and Security

The Contractor shall know and abide by all City ordinances pertaining to the Beach as set forth in Chapter 99 of the Hollywood Code of Ordinances. Contractor shall not commit or allow any reckless or dangerous conduct on the Beach at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

The Contractor shall not prohibit or hinder City personnel from performing their official duties and shall fully cooperate with the City and its personnel in the performance of all municipal functions. Contractor shall ensure that all Contractors' personnel obey instructions from City personnel, including but not limited to, Fire Department Fire Rescue and Beach Safety Division, Public Works Beach Maintenance Division, Parks, Recreation and Cultural Arts Department and the Hollywood Police Department when performing their official duties.

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The Contractor shall abide by all rules and regulations established (either presently or in the future) and or posted at the Beach and intended for use by the general public.

The Contractor shall not interfere with the public use of their equipment on the public beach and shall not in any other way interfere with persons using the beach. The Contractor's rights hereunder are nonexclusive.

Contractor shall provide adequate security for the Beach and all portions of them for the purposes of protecting persons and property as it deems appropriate. This is not to be misconstrued as a requirement to provide additional security services; rather a requirement that Contractor and its personnel are responsible for the general security of the Beach during operational hours.

Contractor shall provide to the City a written incident report of any violations, incidents, accidents, or destruction or damage to property or person occurring on the Beach within a twenty-four (24) hour period from the time of the occurrence. Contractor shall use its best judgment to report immediately any major occurrence which may require intervention from the City or attract media attention. Point of contact would be Parks, Recreation & Cultural Arts Department

Sea Turtles and Environmental Regulations

Contractor agrees and understands that the State of Florida has advised that in order to place facilities and/or equipment on the beach, surveys for marine turtle nesting activity shall be ongoing between the period of March 1 and October 31, or as determined by the State of Florida each year:

- It is the responsibility of the Contractor to abide by any order issued by the State of Florida and/or cooperate with Broward County to ensure that nesting surveys may be conducted in accordance with the conditions set forth by the State.
- In the event an unmarked marine turtle nest is exposed, or a dead, injured, or a sick marine turtle is discovered, the Contractor shall call the Sea Turtle Hotline (954) 328-0580 or immediately notify the appropriate City authority such that appropriate conservation measures may be taken.
- If Contractor staff sees someone harassing a sea turtle or poaching a nest, Contractor shall immediately call the Florida Fish and Wildlife Conservation commission at 1-888-404-3922 to report the matter.
- No temporary lighting associated with this agreement will be permitted at any time during the marine turtle-nesting season and no permanent lighting is authorized.
- The placement and removal of concessions and equipment on the beach shall be conducted during daylight hours and shall not occur in any location prior to completion of the necessary marine turtle protection measures.
- Disturbing the existing beach, and dune topography and vegetation is prohibited.

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- All State, County and City ordinances and regulations on beach lighting or other activity or beach vegetative on or near the beach shall be deemed a binding obligation of the Contractor.

Recycling and Solid Waste

The removal of solid waste and recyclables from the beach shall be the responsibility of, and at the expense of the City. The Contractor shall be responsible for the proper placement of solid waste and recyclables into the appropriate containers. The Contractor shall have the joint responsibility with the City in ensuring trash, debris, and rubbish left within the agreement area, as a result of this operation, is properly disposed of and that the area is kept in a neat and sanitary condition. Contractor shall dispose of materials in the closest appropriate city solid waste or recycling container.

Signage and Advertisement

The Contractor shall not affix or attach (or permit the attachment of) any flags, placards, signs, poles, wires, aerials, balloons antennae or fixtures to concession buildings, sheds or storage structures without the prior written consent of the City.

Should the Contractor wish to include advertisement on umbrellas, cabanas and equipment, the Contractor shall seek the prior written approval of the City. The City Manager or his designee shall have the sole discretion to approve or deny the Contractor's request.

Solicitation by the Contractor or its employees to attract attention of the public and/or summoning the public to the concession area is strictly prohibited. The playing of music or allowing other activity that disturbs the public is prohibited.

Contractor shall not conduct special events or promotions of any kind in or on the Beach unless prior written approval by the City has been granted which approval shall be granted in the sole discretion of the City.

Performance Review Process

The success of the Beach Concessions is paramount to the City. Furthermore; as the property is owned by the City of Hollywood, the performance of the Contractor will be perceived by residents, patrons, visitors and businesses as a direct reflection of the City. Therefore, Contractor agrees to cooperate with the City in undertaking a review process on an as needed basis of their performance which may include a review of the following:

- Patron Feedback
- Third-Party Surveys
- Consumer Reviews
- Conformity to the Contractor's Responsibilities
- Compliance with State and Local Law
- Maintenance of Required Licenses and Certifications

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No Assignment

Neither the Beach area described herein nor any portion thereof shall be utilized by any other entity than the Contractor nor shall the License Agreement or any interest therein be assigned, hypothecated, or mortgaged by Concessionaire without the prior written consent of the City Manager or his designee. Consent shall not be unreasonably withheld.

Reports and Records

Contractor must generate, maintain, and publish appropriately detailed accounting records for all aspects of the beach concession. Said records should be of the type and detail sufficient to allow for an unqualified opinion by auditors. All financial records are to be made accessible to City staff, upon request, during operating business hours and at a location within the City of Hollywood. Monthly profit and loss statements and usage reports will be submitted to the City at the sole cost to the vendor.

At the Contractor's expense, within sixty (60) days after the end of each Year of the License Agreement, Contractor shall prepare and deliver or cause to be prepared and delivered to the City an annual audited financial statement certified to be correct by the Contractor and prepared by a certified public accountant in accordance with consistent practices governing cash receipts, which shall at a minimum contain a statement of the Gross Revenues and Expenses. At all reasonable times the City shall be given access to Contractor's business records to allow the City to audit the annual statement.

Payment and Performance Bond

The Contractor shall within twenty (20) working days after notification of award, furnish to the City a payment and performance bond, in the amount of the agreed upon proposed total price as surety for faithful performance under the terms and conditions of the agreement. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing payment and performance bond. The performance bond must be executed by a surety company authorized to issue performance bonds in the State Of Florida and having a resident agent.

The surety company must have a Financial Size Categories (FSC) rating of no less than A- by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Certificate of Authority issued by the State of Florida Department of Insurance and are members of the Florida Guarantee Fund.

Acknowledgement and agreement is given by both parties that the amount herein set for the payment and performance bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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ANNUAL GUARANTEE

The City established a minimum annual rate of \$120,000.00 for the first year of the license agreement. Each proposer must submit a first year annual amount payable to the City of \$120,000.00 or more to be considered for award. There will be an automatic five percent (5%) annual increase beginning in the second year of the license agreement and reoccurring thereafter for years three (3) through five (5). If the renewal period is executed then a ten percent (10%) increase will occur for year six (6) followed by an annual five percent (5%) increase for year seven (7) and year eight (8). Rates and increases do not include sales tax.

CONTACTS

For information concerning procedure for responding to this solicitation, contact the Procurement Services Division, Rob Lowery, Procurement Contracts Officer at (954) 921-3552 or Daniel Mainero, Procurement Specialist at (954) 921-3248, or Paul A. Bassar, Director of Procurement & Contract Compliance at (954) 921-3628 or his designee. Such contact is to be for clarification purposes only.

It is preferred that all other questions be submitted in writing. Questions should be directed Rob Lowery via e-mail, rlowery@hollywoodfl.org or via BidSync. *It is preferred that all questions be submitted in writing via BidSync.*

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Solicitation #RFP-4547-17-RL**INSURANCE REQUIREMENTS**

Without limiting any of the other obligations or liability of the Contractor, Contractor shall provide, pay for, and maintain in force throughout the agreement term and any extension terms(s), the insurance coverage set forth in this section. The Contractor shall furnish original certificates to the City's Procurement Director and Parks, Recreation and Cultural Arts Director and receive approval by the City's Risk Manager, prior to the commencement of any work.

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-, V11, as assigned by the A.M. Best Company.

Any Sub-Contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured.

Cancellation: should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

1. General Liability:

Commercial General Liability Insurance with not less than the following limits:

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

The City of Hollywood shall be named as an Additional Insured.

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

Coverage shall include Watercraft Liability Insurance to include coverage for injury (including death) to any person, damage to fixed or movable objects, cost associated with removal of wrecked vessels.

2. Worker's Compensation Insurance:

Worker's Compensation Insurance covering the contractor and the contractor's employees not less than the following limits:

Each Accident	\$100,000
Disease Policy Limit	\$500,000
Disease Each Employee	\$100,000

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

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City of Hollywood, Florida
Solicitation #RFP-4547-17-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 the SUBMISSION page of this document.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP NO.	RFP-4547-17-RL
TO BE OPENED:	3:00 P.M., June 8, 2017
AND ADDRESSED TO:	CITY OF HOLLYWOOD OFFICE OF THE CITY CLERK 2600 HOLLYWOOD BLVD., ROOM 221 HOLLYWOOD, FLORIDA 33020

AN ORIGINAL, CLEARLY IDENTIFIED, AND SEVEN (7) COPIES AND ONE (1) ELECTRONIC COPY (CD, DVD OR 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 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 Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

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

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or other written documents properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City of Hollywood, and in case of default the City of Hollywood

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

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.

Any pages submitted in excess of the page limitations may be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process.

FORMAT

1. Title Page

Show the RFP title, the name and address of your firm, contact information and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. Letter of Transmittal (Max. of 2 pages)

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

4. Profile of Proposer (Max. of 10 pages)

- a. State whether your organization is national, regional or local.
- b. State the location of the nearest headquarters/office to the City of Hollywood from which your work will be managed/performed.
- c. Describe the firm, including the size, range of activities, etc. and how it relates and will benefit this Request for Proposal.
- d. Provide a list and description of similar engagements, preferably government, satisfactorily performed within the past five (5) years. For each engagement listed, include the name, email and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

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- e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?
5. Summary of Proposer's Qualifications (Max. of 20 pages)
- a. Identify the number of staff along with estimated weekly hours who will work as part of the agreement. Include job descriptions of staff positions needed to satisfy the requirements of the agreement.
 - b. Provide a list of current agreements the proposer is currently operating. Include total number of staff per agreement.
 - c. Disclose three (3) consecutive years of the firm's financial records to substantiate the firm is financially viable to meet the requirements of the agreement.

6. Project Understanding, Proposed Approach & Methodology (Max. of 20 pages)

Describe your approach to performing the contracted work. This should include the following points:

- Type of equipment to be provided: cabanas, chairs, umbrellas, jet skis, etc.
- Age and color photographs of required equipment
- Schedule of rental fees for all equipment listed above
- Additional services to be offered in Beach area

7. Pricing (Max. of 1 page)

The Proposal will show the fee schedule. Express your fee in an annual rate (payable to the City of Hollywood).

Contract Year	Price Per Year	Minimum Annual Acceptable Rate to the City (Minimum \$120,000.00 for Year 1)	Annual Amount to be Paid the City
Year 1	\$ _____		\$ _____
Year 2	\$ _____	5% Minimum Increase from Previous Year	\$ _____
Year 3	\$ _____	5% Minimum Increase from Previous Year	\$ _____
Year 4	\$ _____	5% Minimum Increase from Previous Year	\$ _____
Year 5	\$ _____	5% Minimum Increase from Previous Year	\$ _____
GRAND TOTAL:			\$ _____

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If applicable, provide details of any additional proposed revenue sharing and estimates of projected sales.

Contract Year	Price Per Year	Minimum Annual Acceptable Rate to the City	Annual Amount to be Paid the City
Year 6	\$ _____	10% Minimum Increase from Previous Year	\$ _____
Year 7	\$ _____	5% Minimum Increase from Previous Year	\$ _____
Year 8	\$ _____	5% Minimum Increase from Previous Year	\$ _____
GRAND TOTAL:			\$ _____

The Price Proposal will be evaluated in the following manner:

The responsive Proposal with the HIGHEST price (for Year 1) will be given the full weight as identified below.

Every other Response will be given points proportionally in relation to the highest price (rounded to the nearest full point).

$$\begin{array}{l}
 \text{Example:} \quad \frac{\text{Proposer's Price}}{\text{Highest Price Proposed}} \times \text{Total Points for Price} = \text{Price Score} \\
 \\
 \text{Example:} \quad \frac{\$2,000,000}{\$3,000,000} \times 25 \text{ points} = 16.67 (17)
 \end{array}$$

B. Evaluation Criteria:

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City of Hollywood. The Items to be considered during the evaluation and the associated point values are as follows:

- Letter of Transmittal 5 points
 - Profile of Proposer 10 points
 - Summary of Proposer's Qualifications 15 points
 - Project Understanding, Proposed Approach & Methodology 20 points
 - Pricing 50 points
- MAXIMUM TECHNICAL POINTS 100 POINTS

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C. Selection Process:

Evaluation of the Proposals will be performed by a committee selected by the City of Hollywood. The committee will evaluate the firms according to their submitted proposal once deemed responsive by the Office of Procurement Services. The initial scores will be tallied and a short list may be developed consisting of the firms receiving the highest point ratings. Procurement Services may conduct discussions with the short list proposers 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 proposers. These firms may be invited to an oral interview before the committee. The final ranking will be determined by the City Commission for the purpose of negotiating and executing an agreement with the top ranked firm.

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1.0 GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with 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.

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,

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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.
- 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.

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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.

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.

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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.

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.

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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.
- 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

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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, Room 303, Hollywood, Florida 33020, **telephone (954) 921-3552.**

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 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.

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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

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)

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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.

1.32 COLLUSION

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

1.33 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

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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.

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

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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 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

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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).

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

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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

All responses, inquires, 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.**

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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 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

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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 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

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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 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.

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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;
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;

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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;
- 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

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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 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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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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NON-COLLUSION AFFIDAVIT

STATE OF: _____

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

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

(SIGNED) _____
Title

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

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**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 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 _____

_____ my commission expires _____
(Type of identification)

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

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

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**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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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

Issue Date: May 10, 2017

City of Hollywood, Florida
Solicitation #RFP-4547-17-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.

Issue Date: May 10, 2017

City of Hollywood, Florida
Solicitation #RFP-4547-17-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. **Q:** 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: _____

City of Hollywood

Solicitation No.: RFP-4547-17-RL

Date: 5/30/17

Solicitation Title: Beach Concessions

Purpose of Meeting: PRE BID/PROPOSAL CONFERENCE

SIGN-IN SHEET

Your Name Henry Lew
Company Name Dr Jetski Co of St laudende le
Address 21311 NE 25 CT
City/Zip Miami
Phone 917 627 5772
E-mail

Your Name Adam Corroch
Company Name Boucher Brothers
Address 1451 ocean drive, #205
City/Zip Miami Beach, FL 33139
Phone 305-535-8177
E-mail Adam-corroch@boucherbro...

Your Name Al Schefflow
Company Name A&A Beach Services Inc
Address 101 N Ocean Bl #135
City/Zip Hollywood 33021
Phone 954 925 4332
E-mail acebeachservices@bellsouth.net

Your Name
Company Name
Address
City/Zip
Phone
E-mail

Your Name MICHAEL MARLOTT
Company Name FWA /
Address 3530 MYSTIC POINTE DR 2702
City/Zip AVENTURA FL 33180
Phone FL 440-221-7503
E-mail MAKA2113@YAHOO.COM

Your Name
Company Name
Address
City/Zip
Phone
E-mail

Your Name Alexey Runya
Company Name Travel group. pro, LLC
Address 290 176th St. Sunny
City/Zip Sunny Isles Beach 33160
Phone 754.244.1895
E-mail aaa.travelagency@gmail.com

Your Name
Company Name
Address
City/Zip
Phone
E-mail



City of Hollywood

Solicitation No.: RFP-4547-17-RL

Date: 5/30/17

Solicitation Title: Beach Concessions

Purpose of Meeting: PRE BID/PROPOSAL CONFERENCE

SIGN-IN SHEET

Your Name Oceanside Beach Service
Company Name Sylvia Bedna / 2
Address PO Box 13018
City/Zip NPB FL 33408
Phone 561-840-3373
E-mail sylvia.b2@yahoo.com

Your Name Oceanside Beach Ser. Inc.
Company Name Michael Novatka
Address PO Box 13018
City/Zip NPB FL 33408
Phone 561 562-7861
E-mail mile@beachservice.com

Your Name Roger Skipper PA
Company Name GREATER DAYTON HOLDING COMPANY INC
Address Do Box 85116
City/Zip Hallmark Beach, FL 33009
Phone 954-652-8758
E-mail SoftwatersDOTAT@gmail.com

Your Name Boucher, Perry
Company Name Boucher Brothers
Address 1451 Ocean Dr
City/Zip Miami Beach 33160
Phone 305-535-8177
E-mail p.boucher@boucherbrothers.com

Your Name Richard Romanno
Company Name Honu Real & Beach Management
Address 300 - 187 St
City/Zip Sunny Isles Beach
Phone (305) 409-2264
E-mail richard@honubeachmanagement.com

Your Name
Company Name
Address
City/Zip
Phone
E-mail

Your Name
Company Name
Address
City/Zip
Phone
E-mail

Your Name
Company Name
Address
City/Zip
Phone
E-mail



Question and Answers for Bid #RFP-4547-17-RL - Beach Concessions

Overall Bid Questions

Question 1

Is it permissible for a joint venture to apply (meaning there is no individual legal entity per se, but a consortium of two entities combining efforts for purposes of this contract)? (Submitted: May 18, 2017 1:07:56 PM EDT)

Answer

- Yes, it is permissible assuming the joint venture is a valid agreement. If awarded to a joint venture, the joint venture must remain together for the duration of the contract. (Answered: May 24, 2017 8:23:04 AM EDT)

Question 2

If the answer to No.1 is yes, then is the three-year-of-experience requirement met if one of the two entities satisfy that criteria? (Submitted: May 18, 2017 1:08:22 PM EDT)

Answer

- Yes, the three (3) years of experience is satisfied if one (1) of the entities satisfies that criteria. If awarded to a joint venture, the joint venture must remain together for the duration of the contract. (Answered: May 24, 2017 8:23:04 AM EDT)

Question 3

Are hotels and condos currently on the beach for the designated area going to be required to rent equipment from the Contractor? (Submitted: May 18, 2017 1:08:49 PM EDT)

Answer

- No, the successful proposer may engage each hotel and motel on their own to make arrangements. (Answered: May 24, 2017 8:23:04 AM EDT)

Question 4

Would hotels and condos on the beach be required to rent space from the Contractor or would they be exempted? (Submitted: May 18, 2017 1:09:12 PM EDT)

Answer

- The successful proposer may engage each hotel and motel on their own to make arrangements. (Answered: May 24, 2017 8:23:04 AM EDT)

Question 5

Is it permissible to subcontract out certain functions or features (for example, parasailing or other specialized services)? (Submitted: May 18, 2017 1:09:46 PM EDT)

Answer

- Neither the Beach area nor any portion thereof shall be utilized by any other entity than the Contractor nor shall the License Agreement or any interest therein be assigned, hypothecated, or mortgaged by Concessionaire without the prior written consent of the City Manager or his designee. Consent shall not be unreasonably withheld. (Answered: May 24, 2017 8:23:04 AM EDT)

Question 6

From recently visiting this strip of the beach, it seems other companies are already renting out certain pieces of equipment, etc? Will they be permitted to do so after this award? (Submitted: May 18, 2017 1:10:06 PM EDT)

Answer

- Once the agreement is awarded the City will not enter into any other agreements for beach concessions in the defined area. (Answered: May 24, 2017 8:23:04 AM EDT)

Question 7

Can the vendor store jet skis on the beach? (Submitted: May 31, 2017 7:25:09 AM EDT)

Answer

- During non-operational hours, jet skies must be stored offsite (not on the beach). It is the successful proposers' responsibility to store jet skies off of city property and right of way. (Answered: May 31,

2017 7:31:25 AM EDT)

Question 8

What is acceptable to satisfy a firm's financial record to substantiate the financial viability of a firm?

(Submitted: May 31, 2017 7:25:34 AM EDT)

Answer

- Financial statements that include at a minimum: balance sheet(s) and profit and loss statements. (Answered: May 31, 2017 7:31:25 AM EDT)

Question 9

How would the city like to receive the annual payment? (Submitted: May 31, 2017 7:26:12 AM EDT)

Answer

- Quarterly payments made prior to each quarter. (Answered: May 31, 2017 7:31:25 AM EDT)

Question 10

Amount of visitors to Hollywood Beach? (Submitted: May 31, 2017 7:27:57 AM EDT)

Answer

- 2015: 4,370,577 Visitors

2016: 4,677,777 Visitors

These figures include both omitted beach areas of Margaritaville and Marriott. (Answered: May 31, 2017 9:41:44 AM EDT)

Question 11

Northern and southern boundaries? (Submitted: May 31, 2017 7:28:28 AM EDT)

Answer

- North boundary is Sherman Street located north of Thomas Street and south of Hollywood North Beach Park. South boundary is Bouganvilla Terrace located north of Crocus Terrace and south of Azalea Terrace.

(Answered: May 31, 2017 7:31:25 AM EDT)

Question 12

Clarification on joint ventures (Submitted: May 31, 2017 7:28:42 AM EDT)

Answer

- If a joint venture is formed to submit a proposal for RFP-4547-17-RL each company making up the joint venture must provide financials, references and 3 year previous experience for all companies that are a party to the joint venture. If the joint venture has been in existence for a minimum of 3 years then all financials, references and experience should only be from that joint venture. (Answered: May 31, 2017 7:31:25 AM EDT)

Question 13

What were the last three years of annual payments made to the City? Did these amounts include revenue generated from Margaritaville and Marriott? (Submitted: May 31, 2017 1:06:11 PM EDT)

Answer

- Annual payments to the city are based upon a contracted fixed rate. The current boundaries include the beach area east of the Marriot. The beach area east of Margaritaville is not included in the boundary.

03/2014 thru 02/2015 - \$55,847.83

03/2015 thru 02/2016 - \$58,640.23

03/2016 thru 02/2017 - \$61,572.24

Annual amounts include sales tax. (Answered: Jun 1, 2017 4:03:36 PM EDT)

Question 14

What was the total amount in revenue reported to the City for the past 3 years? Did this include revenue from Margaritaville and Mariott? Did it include revenue from Jet ski and Parasailing operations? What is the total breakout between beach revenue and Jet ski/Parasailing revenue generated for these past 3 years?

(Submitted: May 31, 2017 1:08:34 PM EDT)

Answer

- Gross revenues reported 2015 - \$583,349.10 and 2016 - \$591,516.25. Marriot yes and Margaritaville no; jet ski/parasailing yes. There isn't a breakdown of gross revenues. (Answered: Jun 1, 2017 4:03:36 PM EDT)

