

Solicitation DCM-19-001187

Engineering Services for Tidal Flooding Mitigation

Bid Designation: Public



City of Hollywood, Florida

Bid DCM-19-001187

Engineering Services for Tidal Flooding Mitigation

Bid Number DCM-19-001187
Bid Title Engineering Services for Tidal Flooding Mitigation

Bid Start Date In Held
Bid End Date Dec 10, 2019 10:00:00 AM EST
Question & Answer End Date Nov 26, 2019 5:00:00 PM EST

Bid Contact Althea Pemsel
Assistant Director
Procurement
Apemsel@hollywoodfl.org

Description

The City of Hollywood is a coastal community experiencing the effects of sea level rise and seasonal tides. Several areas of the city are currently affected by regular tides and severely affected by King Tides in the coastal barrier island and areas of North and South Lakes. Roadway segments are flooded by bay water entering the road via the drainage structures and overtopping shorelines.

INTENT

The intent of this "Request for Qualifications" is for the City to enter into a professional services contract with an engineering firm to provide professional engineering design services for Tidal Flooding Mitigation and Shoreline Protection Engineering Design, permitting and construction phase services and related professional consulting services.

CITY OF HOLLYWOOD, FLORIDA

REQUEST FOR QUALIFICATIONS

TO PROVIDE

**ENGINEERING, SURVEY AND
GENERAL CONSULTING SERVICES**

TO THE CITY OF HOLLYWOOD

FOR

**TIDAL FLOODING MITIGATION
AND SHORE LINE PROTECTION**

DCM-19-001187



CLOSING DATE:

DECEMBER 10, 2019 AT 10:00 A.M.

ISSUED BY:

**DEPARTMENT
DESIGN AND CONSTRUCTION MANAGEMENT
2200 RALEIGH STREET
HOLLYWOOD, FLORIDA 33020**

**REQUEST FOR QUALIFICATIONS
TO PROVIDE ENGINEERING DESIGN, SURVEY
AND GENERAL CONSULTING SERVICES
TO THE CITY OF HOLLYWOOD**

I. INTRODUCTION:

The City of Hollywood is a coastal community experiencing the effects of sea level rise and seasonal tides.

Several areas of the city are currently affected by regular tides and severely affected by King Tides in the coastal barrier island and areas of North and South Lakes. Roadway segments are flooded by bay water entering the road via the drainage structures and overtopping shorelines.

II. SCOPE OF SERVICES:

The intent of this "Request for Qualifications" is for the City to enter into a professional services contract with an engineering firm to provide professional engineering design services for Tidal Flooding Mitigation and Shoreline Protection Engineering Design, permitting and construction phase services and related professional consulting services. The initial contract term will be for a period of five years (5) years with the option to renew for two (2) additional one (1) year periods.

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

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

1. The City wishes to engage the services of a civil engineering consultant to design approximately 7300 linear feet of shore line protections, along city owned property immediately west of the inters coastal water way . On the areas known as North and South Lake and Holland Park. This portion of the project is funded with 2019 GOB project initiatives.
2. The City also wishes to engage the same consultant to design approximately 2946 linear feet of seawall repair/replacement, and possibly up to approximately 10,873 linear feet of private seawall repair replacement. These last two projects are not funded at this time and the City may or may not award any portion of a contract in the advancement of these two projects.
3. The scope of work may include surveys, above water and below as needed, geotechnical engineering, environmental services and biological services related

to coastal construction, coastal engineering, structural engineering, civil engineering and landscape architecture, cost estimating, permitting and construction administration. The scope may include construction inspection and management services.

4. Develop alternate shoreline protection sections, 3 minimum, for each different site condition encountered along the route in relation to available lands, environmental impacts, access for construction and surveys. Estimate costs and develop matrix for selection of most appropriate section.
5. Develop presentations on the shoreline protection recommended and present before Community meetings City Commission, Technical Advisory, GOB Oversight Board, etc.
6. Provide all necessary permitting assistance as require to obtain permits from Broward County, Army Corps of Engineers, Florida Fish and Wildlife, City of Hollywood and other required permit agency.
7. Participate in the design and construction administration of the project on an as-needed basis as determined by the City, providing services such as limited submittal review, attending City Commission presentations, pre-design/construction conferences and occasional project meetings and answering technical questions as design and construction progresses.
8. May be requested to provide onsite part time or full time inspection observations services as needed by the City, as well as project administration.
9. May be requested to assist in the application or creation of support documents for the pursuit of project related grants such as FEMA Community Flood Mitigation or Disaster Preparation Grants.

III. CLARIFICATIONS:

For information regarding the submittal must be addressed to the City of Hollywood, Procurement Office via, BidSync using the contact information provided. Over the course of this "Request for Qualifications" process, any related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor. All questions are be entered into BidSync and responses and/or addendums will be issued to all.

1. Each Consultant shall examine all “Request for Qualifications” documents and all matters relating to the adequacy and accuracy of the documents. If the Consultant is of the opinion that any part(s) of the “Request for Qualifications” document is incorrect, obscure, or that additional information is needed, they should request such information or clarification through the BidSync port and the required responses will be provided through BidSync. The City will issue the appropriate addenda, if necessary, to all prospective Consultants.
2. No oral change or interpretation of the provisions contained in this Request for Qualifications is valid. Written addenda will be issued when changes, clarifications, or amendments to the “Request for Qualifications” document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
3. It will be the sole responsibility of the Consultant to have his or her Submittal delivered to the Office of the City Clerk on or before the closing hour and date shown below for receipt of Submittals. If a Submittal is sent by mail, the Consultant shall be responsible for its delivery to the City Clerk’s Office before the closing hour and date shown below for receipt of Submittals. Submittals thus delayed will not be considered and will be returned.
4. All materials submitted in response to the Request for Qualifications become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the Request for Qualifications whether amended or not and selection or rejection of the Submittal does not affect this right, provided however, that any Submittal that has been submitted to the City Clerk’s Office may be withdrawn prior to Submittal opening time stated herein, upon proper identification and signature releasing Submittal Documents back to Consultant.

IV. CONSULTANT SELECTION PROCESS:

1. Interested Consultants shall submit their qualifications and any other information required herein to the City of Hollywood, City Clerk’s Office on or before the date and the time specified.
2. A Selection Committee will review and score the submittals based upon the Initial Selection Criteria shown in Section V. A minimum of three firms may be short-listed for oral interviews in the order of the scores received, if more than three submittals are received. Criteria for the oral interview are shown in Section VII. The final score of the firm will be the sum of the scores received during the initial selection and for the oral interview. That score will be used to recommend the final ranking of the firms to the City Commission.

3. After the City Commission has determined the first, second, third, and etcetera ranked Consultant, the City will negotiate continuing consulting contract with the top firm. The final Contracts negotiated between the Consultants and the City will incorporate the contents of this Request for Professional Services, the qualifications submitted by the Consultants, and any other terms or conditions that the City in its judgment may seek to include by way of negotiation.
4. After the Contract have been formally approved and executed by the appropriate City officials, negotiations will commence with the top ranked Consultant for design fees for the project. If the City is unable to negotiate a mutually satisfactory fee with a particular firm, the City will terminate negotiations with that firm and undertake negotiations with the next firm and so forth until a satisfactory design fee is agreed upon.
5. Once negotiations on a mutually satisfactory design fee are successfully completed, a "Consultant's Authorization to Proceed" will be issued for each separate phase of the design and for each project assignment throughout the term of the Contract.

V. INITIAL SELECTION CRITERIA:

Interested firms shall be able to provide full engineering services to the City using in-house staff. The firm must have minimum of **five** years of experience as a Civil Engineering Consultant Specializing in Coastal Engineering, Shoreline Protection, Structural Evaluation of Seawalls, and Federal Waters Permitting. Further, the submittal shall be evaluated based upon the following criteria:

1. Past Performance – highlight and provide corporate references for past similar projects - **25%**
2. Professional experience and qualifications of personnel to be assigned to the projects - **25%**
3. Commitment to use the same personnel consistently under the Contract - **10%**
4. Similar Project experience – comparable in type, size and complexity - **25%**
5. Current capability - Current and projected work loads of the firm in conjunction with the number of registered professionals - **10%**
6. South Florida experience with similar projects- - **5%**

VI. SUBMITTALS:

Information to be submitted shall include the following:

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

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

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

- a. Briefly state your 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 telephone numbers.

Standard Form 330

Profile of Consultant:

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

- i. Describe your approach to performing the work. This should include your role and that of other parties involved in the data gathering, data analysis and recommendation process.

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

VII. ORAL PRESENTATION:

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

1. **Knowledge of Coastal Engineering, Shoreline Protection, permitting needs and trends, – 25%:** Demonstrate knowledge of the various Tidal Flooding Mitigation and Shoreline Protection design parameters and permitting, operational concerns, resident concerns, grant funding Opportunities State, County, codes, and ordinances.
2. **Proposed project staff functions. – 25%:** Indicate the orientation of the design team, identifying the key personnel and describing their qualifications and responsibilities. Indicate prior experience on similar projects.
3. **Overall approach and methodology. – 15%:** Explain in detail your approach to the project from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues.
4. **Design philosophy and concepts. – 15%:** Explain in detail your design philosophy and how it will be used to create extraordinary projects in our various settings. Include details that will be analyzed and incorporated into the overall design. Explain how you will insure that the project will be designed to include all the facets the City desires. Describe how you have used innovative design concepts on other projects.

5. **Cost control and value engineering. – 20%:** Demonstrate knowledge and experience in the evaluation of varied shoreline protection systems, construction techniques and material evaluation to insure optimum value in meeting the design requirements.

EIGHT (8) COPIES OF ALL SUBMITTALS ALONG WITH ONE (1) ELECTRONIC COPY SHALL BE RECEIVED IN THE CITY OF HOLLYWOOD CITY CLERK'S OFFICE NO LATER THAN 10:00A.M. ON DECEMBER 10, 2019 TO WARRANT CONSIDERATION BY THE SELECTION COMMITTEE.

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

City of Hollywood
Office of the City Clerk
2600 Hollywood Blvd., Room 221
Hollywood, Florida 33020

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

VIII. ANTICIPATED SCHEDULE:

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

Advertise for Qualifications:	November 5, 2019
Submission Deadline:	December 10, 2019 at 10:00 a.m.
Short list Notification for Oral Interviews:	December 18, 2019
Oral Interviews:	January 13-16, 2020
City Commission Ranking of Consultants:	March 4, 2020
City Commission Approval and Contract Executed:	June 3, 2020

IX. NON COLLUSION:

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other

consideration, contingent upon or resulting from the award of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or at its discretion to deduct the full amount of such fee, commission, percentage, gift or contingent fee from any fees due the Consultant.

X. ASSIGNMENT:

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

XI. KEY PERSONNEL:

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

XII. REPRESENTATIVE OF CITY AND CONSULTANT:

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

XIII. RESPONSIBILITY FOR ACCURACY, ERRORS, OR OMISSIONS:

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

1. The Consultant shall, at all times hereafter, indemnify, hold harmless, and defend the City, its agents, servants, and employees, from and against any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.
2. The Consultant shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.
3. The provisions of this Section shall survive the expiration or earlier termination of this Contract

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

XIV. INSURANCE:

- A. The Consultant shall provide and maintain during the term of this Contract, the insurance coverage specified below. A certificate of insurance, as evidence of compliance, shall be delivered to the City of Hollywood prior to the execution of any Contract.
 - 1. Comprehensive General Liability Insurance with a combined single limit for bodily liability and property damage liability of not less than \$1,000,000 per occurrence. Coverage shall include contractual liability to cover the provisions for indemnification of the City and personal injury.
 - 2. Automobile Liability including owned, non-owned and hired automobiles with a combined single limit for bodily injury liability and property damage liability not less than \$1,000,000 per occurrence.
 - 3. Worker's Compensation with Florida statutory requirements and Employers Liability with limits of not less than **\$500,000**.
 - 4. Professional Liability with limits not less than \$1,000,000. If coverage is provided on a claim made basis, then coverage must be continued for the duration of this Contract and for four (4) years thereafter, or in lieu of continuation, provide an "extended reporting clause" for four (4) years.
- B. The City of Hollywood shall be named additionally insured on all coverage except Worker's Compensation and Professional Liability.
- C. The Certificate of Insurance shall state that the City of Hollywood will receive a minimum of 30 days' written notice prior to the effective date of any changes or cancellation of any insurance coverage required herein.
- D. Should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Consultant under the terms of this Contract, or find the Consultant in default and terminate this Contract.
- E. Said insurance shall be written by a company or companies licensed to do business in the State of Florida and rated no less than A+ in the latest edition of "Best's Key Rating Guide," published by A.M. Best Company.

INSURANCE REQUIREMENTS

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

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

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

V. TRUTH-IN-NEGOTIATION CERTIFICATE:

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

XVI. MAINTENANCE OF RECORDS:

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

XVII. RIGHT TO REDUCE THE SCOPE OF WORK:

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

XVIII. RIGHT TO TERMINATE:

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



NOTICE TO ALL BIDDERS AND PROPOSERS

Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(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 to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

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

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

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

NOTE: It is the responsibility of each Proposer to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).

CITY OF HOLLYWOOD, FLORIDA

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

FOR

TIDAL FLOODING MITIGATION AND SHORE LINE PROTECTION

DCM-19-001187

DESIGN AND CONSTRUCTION MANAGEMENT

CITY OF HOLLYWOOD
DEPARTMENT OF DESIGN AND CONSTRUCTION
MANAGEMENT
2200 RALEIGH STREET
Hollywood, Florida 33020
Phone (954) 921-3410 Fax (954) 921-3405

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF HOLLYWOOD, FLORIDA
AND
CONSULTANT
FOR
PROFESSIONAL SERVICES

WHEREAS, it is in the best interests of the City to be able to obtain professional Design Services expeditiously when a need arises in connection with a study or a partial or complete capital improvement project; and

WHEREAS, the City has selected the Consultant in accordance with Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act), to provide professional Engineering Design Services as directed by the Director of the Department of Design and Construction Services, for such project(s) and/or tasks as may be required by the City, with the terms and conditions of the Request for Qualifications (RFQ) used in the selection being a part of this document.

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand Nineteen.

BY AND BETWEEN THE CITY OF HOLLYWOOD, FLORIDA, and
_____. hereinafter called the "Consultant," as an

ENGINEERING SERVICES

WITNESSETH, that the City and the Consultant, for the considerations herein set forth, agree as follows:

TO PROVIDE
ENGINEERING, SURVEY AND GENERAL CONSULTING SERVICES

TO THE CITY OF HOLLYWOOD

FOR

**TIDAL FLOODING MITIGATION
AND SHORE LINE PROTECTION**

**DCM-19-001187
Hollywood, Florida**

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SCOPE OF WORK

The Consultant shall furnish professional Design Services for miscellaneous projects, upon issuance of Consultant's Authorization to Proceed therefore by the Director, and for other projects specifically authorized by a Consultant's Authorization to Proceed issued by the Director or his/her designee.

The Consultant shall furnish the following professional Engineering Design Services as specifically authorized by Consultant's Authorization to Proceed to be issued by the Director of the Department of Design and Construction Management : Survey services , engineering design, and scheduling, observations, feasibility studies, cost estimates/opinions of probable cost, partial or complete design services, including preparation of construction and bid documents, permitting with all governing agencies, construction contract administration, review of work prepared by other professional consultants, engineering analysis, field tests, laboratory tests and other miscellaneous engineering and environmental design services that may be required

The Director of the Department of Design and Construction Management may issue a Consultants Authorization to Proceed to encompass entire Basic Services (as defined in Section 2.01) for a project, or for a portion of Basic Services, or for discretionary tasks as specified in Sections 2.02 Additional Services or 2.03 Reimbursables.

It is understood that a Consultant's Authorization to Proceed will be issued under this Agreement at the sole discretion of the Director of the Department of Design and Construction Management and that the Consultant has no right to or privilege to receive a Consultant's Authorization to Proceed for any particular project or task. The City reserves at all times the right to perform any and all design services in-house, or with other private professional engineers as provided by Section 287.055, Florida Statutes, and (Consultants' Competitive Negotiation Act) or as otherwise provided by law.

This Agreement does not confer on the Consultant any exclusive rights to the City work. The Consultant may submit proposals for any professional services which the Consultant is qualified to perform, if and when proposals are publicly solicited by the City outside this Agreement.

The City will pay the Consultant a separate fee for each Authorization to Proceed issued.

The fees for Professional Services for each Authorization to Proceed shall be determined by one of the following two methods or a combination thereof, as mutually agreed upon by the Director of the Department of Design and Construction Management and the Consultant.

- (1) A Lump Sum (See Section 5.01A).
- (2) Hourly Rate, as defined and at the rates set forth in Section 5.01B.

The contract is for a term of five (5) years with the option to renew for two (2) additional (1) year periods.

The Director of the Department of Design and Construction Management or his/her designee will confer with the Consultant before any Consultant's Authorization to Proceed is issued to discuss the scope of the Work, the time to complete the Work and the fee for services rendered in

connection with the Work, provided that, where no agreement is reached as to the fee for a particular Authorization to Proceed, payment will be made in accordance with Section 5.01B.

Upon the request of the Director of the Department of Design and Construction Management, the Consultant will submit a proposal prior to the issuance of an Authorization to Proceed. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal or for any work done in the absence of an Authorization to Proceed.

ARTICLE 1
DEFINITIONS

- 1.01 ADDITIONAL SERVICES: Those design services defined in Section 2.02
- 1.02 BASIC SERVICES: Those design services defined in Section 2.01.
- 1.03 CITY: The City of Hollywood, Florida, a Florida Municipal Corporation.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the City.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional engineers, which has entered into the agreement to provide professional services to the City. The CONSULTANT for this agreement is
-
- 1.06 CONSULTANT'S AUTHORIZATION TO PROCEED: A document issued by the City to the Consultant authorizing the performance of specific professional services, and stating the time for completion and the amount of fee authorized for such services.
- 1.07 CONTRACTOR OR CONSTRUCTION MANAGER (CM): An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the City for construction of City of Hollywood, Florida, facilities and incidents thereto.
- 1.08 DIRECTOR: The Director of the Department of Design and Construction Management of the City of Hollywood, Florida, having the authority and responsibility for management of the specific projects authorized under this Agreement.
- 1.09 INSPECTOR: An employee of the CITY of Hollywood, Florida, assigned by the DIRECTOR to make observations of work performed by a Contractor.
- 1.10 PROJECT: The construction, alteration or repair, and all services and incidents thereto, of a CITY of Hollywood, Florida, facility as contemplated and budgeted by the City.
- 1.11 PROJECT MANAGER: An employee of the CITY of Hollywood, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the City, concerning the Contract Documents.

ARTICLE 2
CONSULTANT SERVICES AND RESPONSIBILITIES

2.01 BASIC SERVICES:

The Consultant agrees to provide complete engineering design services set forth in the four phases enumerated hereinafter and in the Florida Building Code, the City of Hollywood, Florida, Code of Ordinances, Florida Department of Transportation regulations and Broward County requirements. Services normally required for a project of specific type, unless modified by a specific Authorization to Proceed, hereinafter collectively called "Basic Services", as follows:

On projects for which the City has contracted with a Construction Manager, the Consultant shall work in conjunction with the CM to establish goals and produce Construction Documents which meet the City's objectives and budget, noting that the CM shall provide and update the cost estimate and construction schedule as required.

2.01A Phase I – Programming and Schematic Design:

- 1) The Consultant shall confer with representatives of the Director of the Department of Design and Construction Management to establish the Program, consisting of a detailed listing of all functions, scope of work, inventory of existing conditions, project vision, requirements and goals, project limits and uses together with each assignable space, image, theme and design vocabulary.

If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Additional Services.

- 2) The Consultant shall prepare and present, for approval by the City, a Design Concept and Schematics Report, comprising the Schematic Design Studies, including an identification of any special requirement affecting the Project, as defined below:
 - a. The Schematic Design Studies shall consist of conceptual site plans, sections, etc. as required by the Project Manager and shall show the scale and relationship of the parts and the design concept of the whole.
- 3) The Consultant shall submit three copies of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next Phase until the documents have been approved by the City and an Authorization to Proceed with the next phase has been issued.

2.01B Phase II – Design Development:

- 1) From the approved Schematic Design documents, the Consultant shall prepare and present, for approval by City, Design Development Documents, comprising the programming and conceptual floor plan drawings, outline specifications and other documents to delineate and describe the size and character of the entire Project as to mechanical, electrical, technology and plumbing engineering design, construction and finish materials and details and other items incidental thereto.
- 2) At this presentation the Consultant shall review an updated Statement of Probable Construction Cost (which will be prepared by a Construction Manager, if applicable). If the updated Statement of Probable Construction Cost exceeds the total budgeted amount, appropriate cost or scope reduction recommendations must be included.

- 3) The Consultant shall submit three sets of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next Phase until the City has approved the documents.

2.01C Phase III – Construction Documents Review:

From the approved Design Development Documents, the Consultant shall review Design Engineer's Final Construction Documents setting forth in detail the requirements for the construction of the Project in accordance with the Project Manager.

- 1) 50% Construction Documents Review:
 - a. Coordinating with the Construction Manager, if available, to review updated Statement of Probable Construction Cost, as indicated by time factor, changes in requirements, or general market conditions, and an updated Project Development Schedule.
 - b. Where applicable, approved additive alternate bid items in the Construction Documents to permit the City to award a Construction Contract within the limit of budgeted amount.
- 2) 100% Construction Documents Submittal Review:
 - a. Upon 100% completion of the Construction Documents, the Consultant shall review Construction Documents and submit to the City three copies each of check sets of the comments created Drawings, Specifications, reports, programs, etc., together with a final, updated review of the Statement of Probable Construction Cost from the Construction Manager, if applicable.
 - b. Facilitating a Public Workshop or a City Commission workshop may also be required.

2.01D Phase IV – Administration of the Construction Contract:

- 1) The Construction Phase will begin with the award of the Construction Contract and will end when the City approves the Contractor's final Payment Certificate. During this period, the Consultant shall provide Limited Administration of the Construction Contract as set forth in the General and Supplementary Conditions of the Construction Contract.
- 2) The Consultant, as the representative of the City during the Construction Phase, shall advise and consult with the City and shall have authority to act on behalf of the City's Project Manager to the extent provided in the General Conditions and the Supplementary Conditions of the Construction Contract.

- 3) The Consultant shall visit the site at least monthly (or as necessary), and at all key construction events, and the Consultant's respective Subconsultants shall visit the site monthly (or as necessary), to ascertain the progress of the Project and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Consultant shall endeavor to guard the City against defects and deficiencies in the work. The Consultant will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in this Agreement.

The Consultant will not be held responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Consultant be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the Work in accordance with the Contract Documents.

- 4) The Consultant shall furnish the City with a written report of all observations of the work made by the Consultant and the Subconsultants during each visit to the Project. The Consultant shall also note the general status and progress of the work and submit it in a timely manner.
- 9) The Consultant shall promptly review and approve limited shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Project Manager.

2.02 ADDITIONAL SERVICES:

2.02A Additional Services as listed below are normally considered to be beyond the scope of the Basic Services as defined in this Agreement, and if authorized by an appropriate written authorization, will be compensated for as provided under Section 5.02.

- 1) Professional detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment and labor required for a project.
- 2) Planning surveys, or comparative studies of prospective sites.
- 3) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by the City.
- 4) The services of one or more full-time Project Field Representatives during construction.
- 5) Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of City's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.

- 6) Consultation concerning replacement of any work damaged or built inconsistently with the Contract Drawings, providing the cause is found by the City to be other than by fault of the Consultant or his/her agents.
- 7) Making major revisions changing the scope of a project, to drawings and specifications, when such revisions are inconsistent with written approvals or instructions previously given by the City and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope and/or scheme and/or any significant portion thereof.)
- 8) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, providing, however, that the Consultant cannot testify against the City in any proceeding during the course of this Agreement.
- 9) Providing services after issuance to the City of the Final Certificate for Payment, following when such payment has been made to the contractor.
- 10) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice related to construction.

2.03 REIMBURSABLES:

2.03A Reimbursables are those items authorized by the City in addition to the Basic and Additional Services and consist of actual expenditures made by the Consultant and the Consultants' employees, Subconsultants, and Special Subconsultants in the interest of the Work for the following purposes:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses within the Miami-Dade/Broward/Palm Beach County area are not reimbursable.
- b) Identifiable per diem, meals and lodging, lodging, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.
- c) Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.

- d) Cost of printing, reproduction or photography, which is required by or of CONSULTANT to deliver services, set forth in this Agreement.
- e) Identifiable testing costs approved by Project Manager.
- f) All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.
- g) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Director and subject to all budgetary limitations and requirements of Section 2.03 herein.

ARTICLE 3 SUBCONSULTANTS

3.01 DEFINITIONS:

3.01A A Subconsultant is a person or organization of properly registered professional engineers, who has entered into a written agreement with the Consultant to furnish professional services for a project or task, described under Basic Services in Section 2.01 herein.

3.01B A Special Subconsultant is a person or organization who has entered into a written agreement with the Consultant to furnish professional services for a project or task described under Additional Services.

3.02 SUBCONSULTANTS' RELATIONS:

3.02A All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the City and the Consultant under this Agreement.

3.02B nothing contained in this Agreement shall create any contractual or business relationship between the City and the Subconsultants. The Consultant acknowledges that Subconsultants are under his direction, control, supervision, retention and/or discharge.

3.02C The Consultant proposes to utilize the following Subconsultants:

NAME OF FIRM

CONSULTING SERVICE

The Consultant shall not change any Subconsultant without prior approval by the Director of the Department of Design and Construction Management, in response to a written request from the Consultant stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR.

ARTICLE 4
THE CITY'S RESPONSIBILITIES

4.01 INFORMATION FURNISHED:

The City, at its expense and insofar as performance under this Agreement may require, may furnish the Consultant with the following information or may authorize the Consultant to provide the information as Basic Service or Additional Reimbursable Service:

4.01A Complete and accurate surveys of sites, giving boundary dimensions, locations of existing structures and/or trees, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic data of a building site, and such information as it has relative to storm water, communications, sewer, water, gas and electrical services.

4.01B Soil borings or test pits, or other tests when deemed necessary; also, if required, an appropriate professional interpretation thereof and recommendations. The Consultant shall recommend necessary tests to the City.

4.01C Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required to establish a program as per Section 2.01A.

4.01D If available, drawings representing as-built conditions at the time of original construction will be furnished to the Consultant; however, they are not warranted to represent conditions as of this date. The Consultant must perform field investigations as necessary in accordance with Article 2.02A (5) to obtain sufficient information to perform his services. Investigative services in excess of "Normal Requirements," as defined, must be authorized in advance.

4.01E The services, information, surveys and reports required by Paragraphs 4.01A through 4.01C, inclusive, shall be furnished at the City's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof, provided the Consultant reviews all of the information provided by the City (such as surveys & soil borings) to determine if additional information and/or testing is required to properly design the project.

4.01F The City shall furnish the above information or authorize the Consultant to provide it as expeditiously as possible for the orderly progress of a project development.

4.02 PROJECT MANAGEMENT:

4.02A The Director of the Department of Design and Construction Management shall act in behalf of the City in all matters pertaining to this Agreement, and with the approval of the City Manager, the Department of Design and Construction Management shall issue all Authorizations to Proceed to the Consultant. The Director of the Department of Design and Construction Management shall approve all invoices for payment to the Consultant.

4.02B The Department of Design and Construction Management shall act as liaison between the Consultant and City. The Director of the Department of Design and Construction Management shall designate a Project Manager from the Department of Design and Construction Management staff to have general responsibility for management of a project or task through all phases. The Project Manager shall meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. The Project Manager shall also examine documents submitted by the Consultant, including invoices, and shall promptly render

decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the Consultant's work.

4.02C During the construction phase, the Consultant and the Department of Design and Construction Management staff shall assume the responsibilities described in the General Conditions and Supplementary Conditions of the Construction Contract.

4.02D If the City observes or otherwise becomes aware of any fault or defective work in a project, or other nonconformance with the Contract Documents during the construction phases, the City shall give prompt notice thereof to the Consultant.

4.03 LEGAL SERVICES, ETC.:

4.03A The City shall furnish any legal, accounting, insurance counseling, and auditing services that the Consultant may require to ascertain how or for what purposes a Contractor has used the money paid to the Contractor under a Construction Contract, as may be required by the City.

ARTICLE 5 BASIS OF COMPENSATION

5.01 PROFESSIONAL SERVICE FEES:

The City agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined under Sections 5.01A1 and 5.01b as applicable in the following manner:

5.01A Lump Sum:

- 1) The fee for a task or project may, at the option of the City, be a Fixed Sum as mutually agreed upon in writing by the City and the Consultant and stated in an Authorization to Proceed.
- 2) If a Fixed Sum is agreed upon as the "Basic Fee" for a project, payments to the Consultant on account of the fee shall be made on a percentage of the Basic Fee according to the Phase of the Work as indicated under Section 6.01.
- 3) If the City authorizes an increase or decrease in the scope of the project or the Total Authorized Design Value of the project, the Basic Fee may be adjusted in accordance with "Exhibit A" Rate Schedule or as mutually agreed upon.

It is understood that with Lump Sum Compensation, the Consultant shall perform all services for total compensation in the amount stated above. The City shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the Lump Sum Compensation amount stipulated.

5.01B Hourly Rate:

- 1) The fee shall be defined on an hourly rate as defined in Article 5.01E.
- 2) The following Principals may be employed on a project:

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-
-
- 3) Personnel directly engaged on a project by the Consultant may include landscape architects, engineers, designers, job captains, draftsmen, specifications writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, construction inspection, and other services pertinent to a project during all phases thereof.
 - 4) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services the Consultant will apply the multiplier of one- (1.0) times the amount expended by the Consultant. City authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable Service.
 - 5) Should overtime work be necessary, and authorized in advance by the Director of the Department of Design and Construction Management, the compensation for such work shall be approved by the Director and stated in an Authorization to Proceed.
 - 6) It is understood with an hourly rate fee that the fees will not exceed the hourly salary rate shown on "Exhibit A" and all services shall be performed on that basis.

5.01D Fee for Additive Alternates:

The design of additive alternates authorized by the Director of the Department of Design and Construction Management will be considered a Basic Service and the fees for these alternates will be calculated by one of the two methods outlined above, as mutually agreed by the Director of the Department of Design and Construction Management and the Consultant and approved by the City Manager.

5.01E Hourly Rates:

The hourly rate is defined as per "Exhibit A" Rate Schedule.

5.02 ADDITIONAL SERVICE/REIMBURSABLES FEE:

The Consultant may be authorized to perform Additional/Reimbursable Services as described under Sections 2.02 and 2.03. The fee for such services will be computed by one of the following methods:

- a) Mutually agreeable Fixed or Lump Sum, in accordance with Section 5.01A.
- b) Hourly Rate in accordance with Section 5.01B.

An independent and detailed Authorization to Proceed shall be required to be issued and signed by the Director for each additional service requested by the City. The Authorization to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the City of Hollywood Purchasing Ordinance and other applicable laws.

The City will reimburse the Consultant for authorized Reimbursable Services as verified by appropriate bills, invoices or statements.

- 5.03 Regardless of the method of compensation elected herein, this agreement and/or "Exhibit(s) A" as applicable, shall include all salary costs which include without limitation: A fringe benefit (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) factor and an overhead factor. At its discretion, the City may request a breakdown of overhead and fringe benefit factors, certified by Florida Certified Public Accountant. Subconsultant salary costs and Reimbursables shall be billed to the City in the actual amount paid by Consultant.
- 5.04 Absent an amendment to the agreement any maximum amounts stated for compensation, or percentage amounts of compensation, shall not be exceeded. In the event they are so exceeded, the City shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

ARTICLE 6 PAYMENTS TO THE CONSULTANT

6.01 PAYMENT FOR BASIC SERVICES:

Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase.

15% upon completion and approval of Phase I.

35% upon completion and approval of Phase II.

55% upon submittal and approval of 50% of Phase III.

75% upon submittal of required renderings and final completion and approval of Phase III.

100% upon completion of and approval of all Work and audit of account Phase IV.

Partial payments, corresponding to the percentage of completion of the project, may be made during Phase IV, according to the amount paid on account of the Construction Contract. If the Construction Contract Time is extended through no fault of the Consultant, the Consultant shall be compensated for any required professional services and for expenses not otherwise compensated for in connection with such time extensions, in accordance with Section 5.01B and Exhibit A," and as authorized by an Authorization to Proceed.

6.02 PAYMENT FOR ADDITIONAL/REIMBURSABLE SERVICES:

Payment for Additional Services may be requested monthly in proportion to the services performed. When such services are authorized as an hourly rate, the Consultant shall submit for approval by the Director of Department of Design and Construction Management, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to Subconsultants engaged on the project or task.

In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

6.03 DEDUCTIONS:

No deductions shall be made from the Consultant's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

6.04 PROJECT SUSPENSION:

If a project is suspended for the convenience of the City for more than three months or terminated without any cause in whole or in part, during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation shall be subject to renegotiations.

ARTICLE 7
REUSE OF PLANS AND SPECIFICATIONS

7.01 SCOPE OF SERVICES:

It is understood that all Consultant agreements for new work will include the provision for the re-use of plans and specifications, including Phase IV of Basic Services described in Article 2, at the City's sole option, by the Consultants agreeing to do work in accordance with the above listed schedule, and by virtue of signing this agreement they agree to a re-use in accordance with this provision without the necessity of further approvals or documents being required and without recourse for such re-use.

If the CITY elects to re-use the plans and specifications prepared for a project for other projects on other sites, the Consultant will be paid 35% of the original basic fee as calculated under Article 5, Basis of Compensation for Phases I through III. The Consultant shall not be paid for Phase IV of such reuse unless the Consultant services are retained for Phase IV, at which time a fee for this phase will be negotiated. Each re-use shall include all Basic Services and minor modifications to the plans and specifications. Services normally required to suit new site conditions, including landscaping, site work, etc., will be negotiated if required. Any major modifications to the plans and specifications will also be negotiated as necessary. The stipulations and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed.

The Consultant shall bind all Sub-consultants to the Contract requirements for re-use of Plans and Specifications.

ARTICLE 8
GENERAL PROVISIONS

8.01 INDEMNIFICATION:

The CONSULTANT shall indemnify and hold harmless the CITY, and their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Florida Statutes 768.28, as amended from time to time.

8.02 INSURANCE:

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Consultant shall obtain insurance as specified in the schedules shown below. The Consultant will ensure that the insurance obtained will extend protection to all sub-Consultants engaged by the Consultant. As an alternative the Consultant may require all sub-Consultants to obtain insurance consistent with the schedules shown below.

The Consultant will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the City as specified below. Delays in the commencement of work, resulting from the failure of the Consultant to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Consultant's failure to provide satisfactory evidence.

The Consultant shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Consultant to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Consultant's failure to maintain the required insurance.

The Consultant shall provide, to the City, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance
2. Certified copy of the actual insurance policy

The City, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the City by the insurer.

The acceptance and/or approval of the Consultant's insurance shall not be construed as relieving the Consultant from any liability or obligation assumed under this contract or imposed by law. The City of Hollywood, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation. In addition, the City will be named as an Additional Insured and Loss Payee on all policies covering City-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the City prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by the City's Risk Management Department.

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City as additional insured on the general liability and auto liability policies.

8.02A INSURANCE LIMITS OF LIABILITY:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VI, as per A.M. Best Company's Key Rating Guide, latest edition.

The Consultant shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

1. Comprehensive General Liability:

Prior to the commencement of work governed by this contract, the Consultant shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Blanket Contractual Liability
- d. Personal Injury Liability
- e. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$ 1,000,000.00 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000.00 per Person

\$ 1,000,000.00 per Occurrence

\$ 100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City. The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

2. Comprehensive Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, the Consultant, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$ 300,000.00 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 100,000.00 per Person

\$ 300,000.00 per Occurrence

\$ 50,000.00 Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

3. Worker's Compensation Insurance:

Prior to the commencement of work governed by this contract, the Consultant shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Consultant shall obtain Employers' Liability Insurance with limits of not less than:

\$ 500,000.00 Bodily Injury by Accident
\$ 500,000.00 Bodily Injury by Disease, policy limits
\$ 500,000.00 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

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

If the Consultant has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Consultant's status. The Consultant may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Consultant's Excess Insurance Program.

If the Consultant participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Consultant may be required to submit updated financial statements from the fund upon request from the City.

4. Professional Liability Insurance:

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Consultant shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Consultant arising out of work governed by this contract.

The minimum limits of liability shall be:

\$ 1,000,000.00 per Occurrence / **\$ 2,000,000.00** Aggregate

8.03 PERFORMANCE:

8.03A Performance and Delegation:

The services to be performed hereunder shall be performed by the Consultant's own staff, unless otherwise approved by the City. Said approval shall not be construed as constituting an agreement between the City and said other person or firm.

Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the City, to promptly remove and replace any personnel employed or retained by the Consultant, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the Consultant, to provide and perform services or work pursuant to the requirements of this Agreement, whom the City shall request in writing to be removed, which request may be made by the City with or without cause.

8.03B Time For Performance:

The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Director of the Department of Design and Construction Management

and to complete each Phase within the time stipulated in the Authorization to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various Phases will be granted by the City should there be a delay on the part of the City in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

8.04 TERMINATION OF AGREEMENT:

8.04A Right to Terminate:

The City has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the City. The Consultant shall be paid in accordance with Section 6.04, provided that said documentation be turned over to City within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

The Consultant shall have the right to terminate this agreement, in writing, following breach by the City, if breach of contract has not been corrected within sixty (60) days from the date of the City's receipt of a statement from Consultant specifying its breach of its duties under this agreement.

8.04B Annulment:

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the consultant, to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 9 MISCELLANEOUS

9.0 MISCELLANEOUS:

9.01 CONSULTANT'S ACCOUNT RECORDS:

The City reserves the right to audit the Consultant's accounts for bills submitted on Hourly Rate basis during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the Consultant.

9.02 OWNERSHIP OF DOCUMENTS:

Drawings and Specifications as instruments of service are and shall become the property of the City whether the Project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the City's use and occupancy of the Project.

The Drawings and Specifications shall not be used by the City on other projects, for additions to this Project, or for completion of this Project by others, provided the Consultant is not in default under this Agreement, except as provided in Article 7 or by agreement in writing and appropriate compensation to the Consultant, in which case such drawings and specifications may be used.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's rights.

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without City's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.

9.03 MAINTENANCE OF RECORDS:

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however such activity shall be conducted only during normal business hours.

9.04 EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

9.05 SUCCESSORS AND ASSIGNS:

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Consultant without the written consent of the City, acting by and through its Board.

The Consultant and the City each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.06 TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultant's Competitive Negotiation Act, for any Authorization to Proceed for a project to be compensated under the Lump Sum method the Consultant shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Authorization to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the City determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

9.07 APPLICABLE LAW AND VENUE OF LITIGATION:

This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this agreement, or arising out of this agreement, shall be brought in Broward County, Florida. Each party shall bear its own attorney's fees except in actions arising out of CONSULTANT's duties to indemnify the CITY under Article 8.01 where CONSULTANT shall pay the CITY's reasonable attorney's fees.

9.08 CONSULTANT'S STAFF:

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff is in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Project Manager to change key staff. CONSULTANT shall provide Project Manager with such information as necessary to determine the suitability of proposed new key staff. Project Manager will act reasonably in evaluating key staff qualifications.

If Project Manager desires to request removal of any of CONSULTANT's staff, Project Manager shall first meet with CONSULTANT and provide reasonable justification for said removal.

9.09 NOTICES:

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of

this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

City Attorney
City of Hollywood
Post Office Box 229045
Hollywood, Florida 33022-9045

FOR CONSULTANT:

9.10 INTERPRETATION:

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.11 JOINT PREPARATION:

Preparation of this Agreement has been a joint effort of the CITY AND CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

9.12 PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

9.13 MEDIATION; WAIVER OF JURY TRIAL:

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Broward County, State of Florida. The parties will split the costs of mediation on a 50/50 basis. The parties to this Agreement agree to include such similar contract provisions with all Subconsultants and/or independent

contractors and/or consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

9.14 TIME:

Time is of the essence in this agreement.

9.15 COMPLIANCE WITH LAWS:

Consultant shall comply with all applicable laws, codes ordinances, rules, regulations and resolutions in performing its duties, responsibilities, and obligations related to this agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by the undersigned and the said Consultant has caused this Agreement to be executed by the undersigned and the seal of the Consultant set hereto on this day and year first above written.

THE CITY OF HOLLYWOOD, FLORIDA

THE CITY OF HOLLYWOOD,
FLORIDA

(SEAL)
ATTEST

By _____

Josh Levy, Mayor

Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

Douglas R. Gonzales, City Attorney

Cintya Ramos, Director of Financial Services

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

ATTEST

Name of Corporation

Secretary

By _____

(Corporate Seal)

Consultant's Registration No.

WHEN THE CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

ATTEST

Witness: _____

Legal name of Partnership

Witness: _____

By: _____

Legal name (Title, if any)WHEN THE CONSULTANT IS A JOINT VENTURE_____
Legal name of firm_____
Legal name firmBy: _____
SignatureBy: _____
Signature_____
Legal name and title_____
Legal name and title

ATTEST

Witness_____
Witness_____
Witness_____
Witness

City of Hollywood, Florida
RFP # DCM-19-001187

Issue Date

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, 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.

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.

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.

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 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 proposer's request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal 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 954-921-3200.

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

1.24 PROPOSALS

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

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

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

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

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

1.26 REJECTION OF PROPOSALS

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

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

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

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

1.27 OPEN END CONTRACT

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

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

1.28 AUDIT RIGHTS

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

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

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

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

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

1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

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 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 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 not withstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

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

1.44 SOVEREIGN IMMUNITY

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

1.45 SURVIVAL

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

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

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

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

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

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

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

1.48 ADVERTISING

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

1.49 DISCLAIMER

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

1.50 TRADEMARKS

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

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

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

1.52 PROPOSAL PREPARATION COSTS

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

request for proposals.

1.53 DESIGN COSTS

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

1.54 ADDITIONAL CHARGES

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

1.55 RIGHTS TO PERTINENT MATERIALS

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.**
- 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 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 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.

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;
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 sServices, 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.

1.68E-VERIFY

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

1.69BUDGETARY 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.

1.70COST 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.

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.

Bid/RFP/RFQ Number: DCM-19-001187 Title: Engineering Services for Tidal Flooding Mitigation

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

**HOLD HARMLESS AND INDEMNITY CLAUSE****(Company Name and Authorized Signature, Print Name)**

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

Signature

Name of Company

Printed Name

Title

Bid/RFP/RFQ Number: DCM-19-001187 Title: Engineering Services for Tidal Flooding Mitigation

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

**NONCOLLUSION AFFIDAVIT**STATE OF: COUNTY OF: , being first duly sworn, deposes and says that:

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

Signature

Name of Company

Printed Name

Title

Bid/RFP/RFQ Number: DCM-19-001187 Title: Engineering Services for Tidal Flooding Mitigation



SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to

By for
(Print individual's name and title) (Print name of entity submitting sworn statement)

whose business address is

and if applicable its Federal Employer Identification Number (FEIN) is If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

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

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

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

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

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

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

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

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

☐ 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 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.

<input type="text"/>	<input type="text"/>
Signature	Printed Name
<input type="text"/>	<input type="text"/>
Name of Company	Title

Bid/RFP/RFQ Number: DCM-19-001187 Title: Engineering Services for Tidal Flooding Mitigation

Question and Answers for Bid #DCM-19-001187 - Engineering Services for Tidal Flooding Mitigation

Overall Bid Questions

There are no questions associated with this bid.