

Solicitation IFB-4636-20-GJ

Bank Loan

Bid Designation: Public

City of Hollywood, Florida

SECTION 2 GENERAL INSTRUCTIONS TO BIDDERS

2.1 **GENERAL:**

The City of Hollywood, Florida (the "CITY") seeks to borrow funds from one or more qualified financial institutions (the "LENDER") for the purpose of financing the cost of certain capital improvements within the CITY.

Sealed bids shall be addressed to Office of Procurement Services and delivered to City Hall - City Clerk Office, Room 221 located at 2600 Hollywood Boulevard, Hollywood, Florida 33020 on or before the submittal deadline. Bids received after this time shall be returned unopened. The submittal deadline is defined as 3:00 p.m., local time, March 31, 2020.

2.1.1 Submission of Bid

Each bid shall contain one (1) unbound original and five (5) complete copies and shall be submitted by the date and time stipulated herein. Each copy shall contain all required information to be considered responsive. An electronic version shall be provided on a flash drive. If there is any difference between the versions, the hard copy version will prevail.

2.1.2 Preparations of Bids

The Bid submittals shall include information outlined in Paragraph 4.5, Sealed Bid, completed all Forms included in Section 5, including Form 8, Fee Schedule, stating the rates being offered.

2.1.3 Questions

Any questions concerning this solicitation shall be submitted in the BidSync portal in writing and responses and/or Addendum will be issued. The BidSync link is as follows: <https://www.hollywoodfl.org/791/BidSync-Search>

2.2 **CONDITIONS AND LIMITATIONS:**

The CITY shall select the bid or bids that is or are, in its sole opinion, in the best interests of the CITY considering the interest rates, closing costs, general covenants and conditions, and prepayment features of the bid(s) for the loans described below and the acceptability to the CITY of the necessary documentation. The CITY reserves the right to further negotiate the terms and conditions of any bid.

The CITY reserves the right to reject any and all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, to request clarification of information or take any other such actions that may be deemed in the best interest of the CITY.

Costs associated with the preparation and submission of any bid shall not be reimbursed.

2.3 DESCRIPTION OF INTENDED CAPITAL PROJECTS:

The CITY, per its Fiscal Year 2017, 2018, 2019 and 2020 Adopted Budgets, planned and plans to provide certain public capital improvement purchases and projects consisting of 1) Enterprise Resource Planning (“ERP”) system, for the software to run the accounting, budget, procurement, budget, projects and related activities of the City, the construction and installation of lifeguard and first aid towers on Hollywood Beach, the Johnson Street Complete Street design and engineering, street resurfacing at various locations throughout the City, and the Hollywood Boulevard Complete Street Project (described as the “Ten Year Projects Loan”); and 2) the purchase and installation of the software and hardware for an alarm system in the City’s fire-rescue stations, the purchase of a radio system for interdepartmental coordination for public safety purposes, the purchase of recreation management software, and the purchase of cameras and license plate reader technology (described as the “Seven Year Projects Loan”);. Collectively both of the two (2) projects may be described as the “Projects” or “Project Loans”.

By Resolution Number 2020-028, attached to this Bid as Exhibit “A”, the City Commission authorized the City Manager or his designee to seek loan bids for these capital improvement projects.

Two (2) individual loans with separate terms and documentation are required, as described below. Bidders must submit a bid setting forth the terms for both Project Loans. The City intends to select the bid or bids containing, in its sole opinion, the best overall terms for each of the two Project Loans considering, among other things, the interest rates and costs.

2.3.1 Projects:

As part of its fiscal year 2017, 2018, 2019 and 2020 budgets, the City Commission approved the projects listed below. Advanced funding were done from the City’s General Capital Outlay Fund with Resolutions putting forth the City’s Intent to reimburse itself from a loan to be procured at a future date. Resolution 2017-192 is attached as Exhibit “B”, Resolution 2019-005 is attached as Exhibit “C”, and Resolution 2020-001 is attached as Exhibit “D”. Some of the following projects have already commenced and some have not. The proceeds of the Loans will be used both to reimburse the City for expenses already expended for the projects below and also for the projects themselves where funds remain to be expended.

1. Ten Year Project: \$9,184,427.
 - a. The ERP Project represents the acquisition, installation and implementation of the software to run the accounting, budget, procurement, capital projects and related activities of the City in the estimated cost of \$450,000 in the fiscal year 2017 budget, \$4,000,000 in the fiscal year 2019 budget, and \$1,000,000 in the fiscal year 2020 budget.

The estimated total cost of this project in the Loan is \$5,450,000.

- b. Lifeguard & first aid towers project: this project is the construction and delivery of lifeguard & first aid towers to Hollywood Beach. The fiscal year 2020 budget for this project includes an estimate of \$823,880.
- c. Johnson Street Complete Street Project: This project represents the design and engineering of the resurfacing of Johnson Street. Funding was appropriated in the fiscal year 2017 budget in the amount of \$190,000.
- d. Street resurfacing: this project includes street repair and resurfacing throughout the City as needed. Project costs were estimated in the fiscal year 2017 budget at \$500,000 and in the fiscal year 2018 budget at \$1,020,547 for a total Project estimate of \$1,520,547.
- e. Hollywood Boulevard Complete Street Project: this project, located on Hollywood Boulevard between City Hall and Dixie Highway, is to convert the Boulevard into a "Complete Street" corridor, including new paving, striping and surface drainage, colored concrete walks, new pedestrian walks, five foot wide bike lanes with buffer zone, pedestrian scale lighting, ornamental plantings along the corridor, site furnishings including functional public art, ADA compliant parking spaces and accessible ways, ornamental shade structures at crosswalks, and safer parking configuration.

The majority of funding for this Project of approximately \$7.6 million was obtained through a grant from the Broward Metropolitan Planning Organization. In addition, appropriation was included in the fiscal year 2018 and fiscal year 2020 budgets at \$600,000 each year for a total estimated amount of \$1,200,000.

2. Seven Year Project: \$2,500,000

- a. Alarm at fire-rescue stations: this includes the purchase and installation of both software and hardware to provide for the alarm system in the fire-rescue stations of the City. The Project was included in the fiscal year 2019 budget in an estimated amount of \$800,000.
- b. Radio system: this radio system allows the coordination of public utilities, code compliance, public works and other departments with the police and fire-rescue departments in case of emergency. Funds were appropriated in the fiscal year 2019 budget in the estimated amount of \$900,000.
- c. Recreation management software: this is the acquisition of software to assist the City in management of recreation activities such as increasing customer options for payments, scheduling and registration for programs and rentals. Customer access will be expanded and will include onsite and online registration for all rentals, aftercare, camps, aquatics and sports programs. The updated system will enhance scheduling capabilities, reports on payments, collections, attendance and registration reporting. Appropriation is included in the fiscal year 2020 budget in an estimated amount of \$500,000.

- d Closed circuit TV: this represents the acquisition, installation and implementation of hardware and software for the police department of security cameras and license plate readers. Costs were estimated in the fiscal year 2017 budget in the amount of \$300,000.

2.4 **THE PROJECT LOANS:**

The aggregate principal amount of the Project Loans will not exceed \$11,700,000, and each Project Loan will be a tax-exempt obligation.

2.4.1 The Project Loans and structure will be divided as follows:

- a **Ten Year Project Loan:** Ten (10) Year Loan for financing the acquisition and implementation of the ERP software as described above, financing the construction and installation of the lifeguard & first aid towers on the Beach, the design and engineering of the Johnson Street Complete Street project, street resurfacing at various locations throughout the City, and the Hollywood Boulevard Complete Street project.
- b **Seven Year Project Loan:** Seven (7) Year Loan for the acquisition and installation of hardware and software for the alarm systems located in the City's fire-rescue stations, the purchase of the radio system for emergency coordination, the purchase of the recreation management software for improved scheduling and reporting, and the closed circuit TV cameras for security and license plate reading.

2.4.2 Security:

For both Project Loans, a pledge of revenues from the Local Business Tax imposed by the City that are deposited into the City's General Fund (the "Pledged Funds"). The debt service coverage ratio maximum will be set at 1.2x. The Project Loans will be secured on a *pari passu* basis with one another.

For those interested in obtaining information on the revenues being pledged, the City's Comprehensive Annual Financial Reports are available for review online at the City's website at:

<http://www.hollywoodfl.org/538/Annual-Financial-Pension-Fund-Reports>

2.4.3 Interest Rate (applicable to each Project Loan):

- a **Interest Rate.** A fixed interest rate for the term of the Project Loan must be provided in Form 8, Fee Schedule. **The rate offered in the response must be locked for 60 days. Please note it is not acceptable to lock a formula, such as "X" basis points relative to LIBOR; this requires that a fixed interest rate must be specified and locked for 60 days.**

- b. **Interest Calculation.** Interest is payable quarterly based on a 360-day year consisting of 12, 30-day months for the actual number of days elapsed.

2.4.4 Amortization (applicable to each Project Loan):

Level year amortization amounts based upon the loan structure as denoted in 2.4.1; for example, a ten-year amortization schedule for the Ten Year Project Loan and a seven-year amortization schedule for the Seven Year Project Loan. In the event of prepayment of the Project Loans, the amortization schedule shall be recalculated to reflect the actual outstanding principal amount.

2.4.5 Draws on the Project Loans:

The CITY shall draw the total amount of the Project Loans at closing.

2.4.6 Repayment Terms:

Principal and interest on the then outstanding principal amount of each Project Loan shall be payable commencing on August 1, 2020 and shall be payable thereafter in quarterly installments of principal and interest on each November 1, February 1, May 1 and August 1. Last payment of interest and principal shall occur on (a) May 1, 2030 for the Ten (10) Year Loan, and (b) May 1, 2027 for the Seven (7) Year Loan. Should any payment date fall on a Saturday, Sunday, or a legal holiday, the payment shall be made on the next business day.

2.4.7 Prepayment (applicable to each Project Loan):

The CITY shall have the option of early prepayment AFTER the loans have aged for 24 months without penalty in full or in part of the outstanding principal at any time and for any reason. Any requirement for notice of prepayment shall not exceed a maximum of thirty (30) days in advance of the prepayment date.

2.5 ADDITIONAL PROVISIONS:

- 2.5.1 Identify a fully taxable interest rate for each Project Loan in the event the Project Loan becomes fully taxable. Other than the Loans becoming declared taxable or a change in the Federal corporate Tax Rate, no additional “gross-up” or “yield maintenance” will be permitted.
- 2.5.2 Indicate the fees and expenses to be paid by the CITY, if any, other than interest on the outstanding loan amounts for each Project Loan. Any and all bank fees should be included including a not to exceed fee for bank counsel.
- 2.5.3 Any and all additional covenants that may apply to each Project Loan must be listed, with an explanation if necessary. All standard and customary covenants should be listed.

- 2.5.4 Describe events of default that shall apply to each Project Loan. Acceleration is not permitted as a remedy of an event of default.
- 2.5.5 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, these Project Loans. Venue of any action relating to these Project Loans shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with these Project Loans, nor will they be required to submit to any binding arbitration. In the event of any litigation, each party shall pay its own attorneys' fees and costs.
- 2.5.6 The CITY shall not be required to indemnify the LENDER for any loss, claims and expenses incurred by the LENDER arising from or relating to the CITY's actual use of the proceeds of a Project Loan, any commitment of the LENDER to loan or any matter relating to the documentation of a Project Loan, including but not limited to, reasonable legal fees.
- 2.5.7 Debt service coverage ratio on each loan shall not be required to exceed 1.2. No debt service reserve will be required or provided.
- 2.5.8 The CITY shall be permitted to use excess pledged funds for any Project Loan for any purpose of the CITY, including as a pledge to secure its obligations under instruments other than the particular Project Loan, provided that the CITY evidences a debt service coverage ratio on the Project Loan of not less than 1.2.
- 2.5.9 This is to be a loan and not a direct placement/security. The successful bidder will be required to complete and submit the Lender's Certificate attached as Form 10.
- 2.5.10 The CITY will not accept any form of covenant that would require it to maintain any depository balances with the lender.
- 2.5.11 The CITY will not accept any form of covenant that would grant to the lender "most favored nation" status with respect to loan terms that the CITY might negotiate in the future with a different lender.

SECTION 3

GENERAL CONDITIONS

3.1 BID DOCUMENTS:

These Bid documents constitute the complete set of Bid specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of this Bid. Bids not submitted on the prescribed Bid forms shall be rejected. By submitting a Bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this Bid constitutes a binding offer by the Bidder. Bidder's failure to comply with any provisions in this Bid may result in disqualification, at the sole discretion of the CITY.

3.2 ADDITIONAL TERMS AND CONDITIONS:

Additional terms and conditions submitted by the Bidder with the Bid may be evaluated or considered. Priority shall be given to Bids which contain terms and conditions which are in the best interest of the CITY as determined solely by the CITY.

3.3 INTERPRETATIONS AND INQUIRIES:

All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Submittal Deadline.

Any questions concerning the intent, meaning and interpretation of the Bid documents shall be requested in writing, through the BidSync portal and received by the CITY via the software as stipulated herein, or at the email listed below. Administrative type inquiries shall be addressed to:

Ginah Joseph, Purchasing Agent
City of Hollywood –
Office of Procurement Services
2600 Hollywood Boulevard, Room 302
Hollywood, FL 33020
Email: gijoseph@hollywoodfl.org

No person is authorized to give oral interpretations of, or make oral changes to, the Bid documents. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the Bid documents shall be made in the form of a written addendum to the Bid document and shall be furnished by the CITY to all Bidders who have obtained a copy Bid. Only those interpretations of, or changes to, the Bid document that are made in writing and furnished to the Bidders by the CITY may be relied upon.

3.4 VERBAL AGREEMENTS:

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the loan documents, shall affect or modify any of the terms or obligations contained in such documents. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the LENDER.

3.5 NO CONTINGENCY FEES:

LENDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LENDER, to solicit or secure a Project Loan, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the LENDER, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the selection of the LENDER.

3.6 INDEPENDENCE:

On the form provided in Section 5 of this Bid, the Bidder shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to this Bid. Additionally, the Bidder shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the term of a Project Loan.

3.7 ASSIGNMENT; NON-TRANSFERABILITY OF BID:

Bids shall not be assigned or transferred. A bidder who is, or may be, purchased by or merged with any other corporate entity during any stage of the Bid process, through to and including awarding of and execution of an Agreement, is subject to having its Bid disqualified as a result of such transaction. The Director of Procurement and Contract Compliance shall determine whether a Bid is to be disqualified in such instances.

If, at any time during the Bid process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of bidder, or the sale of a controlling interest in the Bidder, or any similar transaction, Bidder shall immediately disclose such information to CITY. Failure to do so may result in the Bid being disqualified, at the CITY'S sole discretion.

3.8 LEGAL REQUIREMENTS:

Bidders are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to this Bid. Lack of knowledge of the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

3.9 FAMILIARITY WITH LAWS AND ORDINANCES:

The submission of response to this Bid shall be considered as a representation that the Bidder is familiar with all applicable federal, state and local laws, ordinances, rules and regulations; and no plea of misunderstanding shall be considered on account of ignorance thereof. If the Bidder discovers any provisions in the Bid documents that are contrary to or inconsistent with any law, ordinance, or regulation, Bidder shall report it to the CITY in writing without delay.

3.10 ADVERTISING:

In submitting a Bid, Bidder agrees not to use the results therefrom as a part of any Advertising or Bidder sponsored publicity without the express written approval of the City Manager or designee.

3.11 EXECUTE PROJECT LOAN:

The terms, conditions and provisions in this Bid shall be included and incorporated in the final loan documents between the CITY and the successful Bidder(s). Any and all legal action necessary to interpret or enforce the terms of this Bid and/or Project Loan shall be governed by the laws of Florida. The venue shall be Broward County, Florida.

3.12 WITHDRAWAL OR REVISION OF BID PRIOR TO AND AFTER OPENING:

A Bidder shall not withdraw, modify or correct a Bid after it has been deposited with the CITY. The withdrawal, modification or correction of a Bid after it has been deposited with the CITY shall constitute a breach by the Bidder. No Bidder may withdraw its Bid, or modify the interest rate offered, within sixty (60) calendar days after the Submittal Deadline.

3.13 CITY'S EXCLUSIVE RIGHTS:

The CITY reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all qualifications statements in part or in whole;
3. Request additional information as appropriate; and,
4. Reject any or all submittals if found by the City Commission not to be in the best interest of the CITY.

In the event the City receives only one response to this Bid, the CITY reserves the right to reject the sole response.

By submitting a bid for the Project Loans, all Bidders acknowledge and agree that no enforceable loan arises until the CITY signs the loan documents, that no action shall lie to require the CITY to sign such loan documents at any time, and that each Bidder waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the CITY not signing such loan documents.

3.14 ADDENDA:

The CITY reserves the right to issue addenda. Each Bidder shall acknowledge receipt of such addenda on the Form provided herein. In the event any Bidder fails to acknowledge receipt of such addenda, the Bid shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of the Bid shall constitute acknowledgment of receipt of all addenda, whether or not received. It is the responsibility of each prospective bidder to verify that all addenda issued have been received before depositing the Bid with the CITY.

3.15 REVIEW OF THE BID DOCUMENTS:

By the submission of a Bid, the Bidder certifies that a careful review of the Bid documents has taken place, and that the Bidder is fully informed and understands the requirements of the Bid documents.

3.16 ADJUSTMENT/CHANGES/DEVIATIONS:

No adjustments, changes or deviations to the Bid shall be accepted unless the conditions or specifications of the Bid expressly so provide.

3.17 PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after Bid opening, whichever is earlier, any material submitted in response to this Bid shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Bid by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

IF LENDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LENDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pcerny@hollywoodfl.org OR BY MAIL: City of Hollywood – Office of City Clerk, 2600 Hollywood Boulevard, Hollywood, FL 33022.

3.18 PUBLIC ENTITIES CRIME:

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

3.19 NON-COLLUSION AFFIDAVIT:

The Bid shall include the Non-Collusion Affidavit as set forth in the form provided in Section 5 of this Bid as described the Bid. Bidder's failure to include the affidavit shall result in disqualification.

3.20 AFFIRMATION OF CLOSING DATE AFFIDAVIT:

The Bid shall include the Affirmation of Closing Date Affidavit as set forth in the Form provided in Section 5 of this Bid and as described in Section 4 of this Bid.

SECTION 4

4.1 **PREPARATION OF BIDS:**

No Bidder shall take exception to the specifications herein. Bids taking exception to the specifications may be rejected as non-responsive.

4.1.1 Number of Bids:

One (1) unbound original Bid and five (5) complete copies of the Bid are required to be submitted to the CITY by the date and time indicated above. An electronic copy in the form USB must be provided. Each copy should contain all mandatory and optional information submitted by the Bidder. Additional copies may be requested by the CITY at its discretion.

4.1.2 Bid Packaging:

Each Bidder shall submit their Bid in a plain sealed parcel, box or other secure packaging, marked as the "Bid". The outside of the sealed package shall clearly indicate the submitting "Bid No. IFB-4636-20-GJ", Bidder's name, address and the name and telephone number of the Bidder's specific contact person.

4.1.3 Signatures:

All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Bidder. The Bid shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Bidder to any part of the Bid document shall be initialed in blue ink. Failure to manually sign the appropriate Bid forms shall disqualify the Bidder and the Bid shall not be considered.

Bids by qualified financial institutions shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

4.2 **BID FORMAT:**

Pages shall be secured by staple, cerlox binding or similar closures. All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form.

The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Bid, a response such as "no response is required" or "not applicable" is acceptable.

Table 4.2.1 – Bid Format

Responses to items contained in Section 2.4, "The Project Loans" and Section 2.5, "Additional Provisions" as contained within Section 2 of the Bid.

Form 1 Acknowledgement and Signature Page
Form 2 Hold Harmless and Indemnity Clause
Form 3 Affirmation of Closing Date Affidavit
Form 4 Non-Collusion Affidavit
Form 5 Public Entity Crimes
Form 6 Certificate Regarding Disbarment
Form 7 Drug Free Workplace
Form 8 Fee Schedule
Form 9 Acknowledgement of Addenda
Form 10 Form of Lender Letter
Form 11 Independence

4.3 SUBMITTAL, RECEIPT AND OPENING OF BIDS:

All Bids shall be submitted on or before the Submittal Deadline to:

City of Hollywood-City Hall
City Clerk's Office, 2nd Floor, Room 221
2600 Hollywood Boulevard
Hollywood, Florida 33020

All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their Bid is time stamped at City Hall on or before the Submittal Deadline. Failure of a Bidder to submit their Bid and ensure that their Bid is time stamped prior to the time stated above shall render a Bidder to be deemed non-responsive and the Bid shall not be considered for award.

Bids submitted, and time stamped on or before the Submittal Deadline shall be opened publicly in accordance with Section 4.5. The official clock at the City Hall reception desk shall govern.

4.4 EVALUATION:

Bids submitted shall be evaluated by a City Staff in accordance with the criteria, scope, and information outlined in this solicitation

4.5 SEALED BID:

The Sealed Bid shall be publicly opened at City Hall, 2600 Hollywood Boulevard, Hollywood, Florida 33022, immediately after the Submittal Deadline. Bidders shall provide the following information in the Bid:

4.5.1 Responses To Items Contained Within Section 2 Of This Bid:

Responses to items contained in Section 2.4, "The Project Loans", and Section 2.5, "Additional Provisions" as contained within Section 2 of the Bid.

4.5.2 Acknowledgement and Signature Page:

Provide information requested on the Form and provide proof of the ability of the individuals so named to legally bind bidder (Form 1).

4.5.3 Affirmation of Closing Date Affidavit

Bidder shall certify and attest that the Bidder has the ability to obtain all approvals necessary to facilitate a May 14, 2020 closing date, and therefore shall close on or before May 14, 2020, subject to City Commission approval prior to May 14, 2020 (Form 3).

4.5.4 Public Entity Crimes:

The Bidder shall adhere requirements of Chapter 287.133, Florida Statutes, Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities.

4.5.5 Fee Schedule:

The Bidder shall provide a fixed interest rate for the term of the Project Loans described herein (Form 8).

4.6 **EVALUATION CRITERIA:**

The evaluation of Bids and the determination of responsiveness and responsibility shall be the responsibility of City Staff . Such determination shall be based on information furnished by the Bidder, as well as other information reasonably available to the CITY. The evaluators may make such investigations as it deems necessary to determine the responsibility and ability of the Bidder and the Bidder shall furnish the CITY all such information for this purpose as the CITY may request before and during the Bid period. C i t y S t a f f reserves the right to make additional inquiries, interview some or all Bidders, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all Bidders. The City may reject a Bidder or qualify a Bidder.

4.6.1 Responsiveness:

The factors to be considered in determining the responsiveness of each Bidder shall include but not be limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the Bid, including adherence to all Bid instructions.

- C. Consistency between the goods or services offered and the goods or services requested in the Bid.
- D. Accuracy of mathematical calculations.

4.7 PROPOSAL REVIEW:

The evaluators will examine the documentation submitted in the Bid to determine the responsiveness of each Bid, and from that determination make a recommendation of award to the responsive/responsible Bidder whose Bid satisfies all of the CITY's requirements as contained in Section 2.4, "The Project Loans", and Section 2.5, "Additional Provisions" within Section 2 of the Bid **AND** has the lowest cost.

4.8 PROTEST PROCEDURES:

4.8.1 Standing:

Parties that are not actual bidders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

4.8.2 Procedure:

1. Protest of Failure to qualify: Upon notification by the CITY that a Bidder is deemed non-responsive and/or non-responsible, the Bidder who is deemed non-responsive and/or non-responsible may file a protest with the City (City Hall hours are as follows: Monday-Thursday from 7:00 am to 6:00 pm)
2. Content and filing. The protest shall be in writing, shall identify the name and address of the protester, and shall 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 Office of Procurement Services.

CONE OF SILENCE

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

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

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

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

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

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

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

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

SECTION 5

BID FORMS

The forms located in this section of the Bid Documents shall be included in the sealed bid and shall be unaltered. Forms not completed in full may result in disqualification.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

FORM 1

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.

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

Issue Date

SUBMISSION

Proposal Due Date: Mar 31, 2020 3:00P.M. EST

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through BidSync, the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

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

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

FORM 2

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: IFB- 4636 -20 -GJ Title: Bank Loan

Office of Procurement Services
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

FORM 3

AFFIRMATION OF CLOSING DATE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the
Bidder that has submitted the attached Bid;

2. He/She hereby certifies and attests that the Bidder has the ability to obtain all approvals necessary to facilitate a May 14, 2020 closing date, and therefore shall close on or before May 14, 2020, subject to City Commission approval prior to May 14, 2020.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT
BLANK]

**AFFIRMATION OF CLOSING DATE
AFFIDAVIT (CONTINUED)**

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 4

NON COLLUSION AFFIDAVIT

STATE OF

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

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

Signature

Name of Company

Printed Name

Title

FORM 5

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.

Signature

Name of Company

Printed Name

Title

FORM 6

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

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

Applicant Name and Address:

--

Application Number and/or Project Name:

--

Applicant IRS/Vendor Number:

--

Signature

Name of Company

Printed Name

Title

Office of Procurement Services
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

FORM 7

DRUG-FREE WORKPLACE PROGRAM

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

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

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

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

Bid/RFP/RFQ Number: IFB-4636 -20-GJ Title: Bank Loan

Office of Procurement Services
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

FORM 8

FEE SCHEDULE

FISCAL YEAR 2020 BANK LOAN NUMBER ONE A fixed interest rate for the term for each Project Loan must be provided below. The rate offered in the response must be locked for 60 days.		
Item	Description	Interest Rate
1.	Ten Year Project Loan: Ten (10) Year Term	_____ %
2.	Seven Year Project Loan: Seven (7) Year Term	_____ %

NOTE: Refer to Section 2.4.3, Interest Rate for details.

FORM 9

ACKNOWLEDGMENT OF ADDENDA

The bidder hereby acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the Bid or the Agreement. In the event the bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 10

FORM OF LENDER LETTER OF REPRESENTATIONS

[_____], 2020

City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020

City of Hollywood, Florida
Capital Improvement Revenue Bond,
Series 2020 (the “**Series 2020 Bond**”)

Ladies and Gentlemen:

_____ (the “Lender”) hereby certifies as follows with regard to the Series 2020 Bond Agreement, dated [_____], 2020 (the “Series 2020 Bond Agreement”), by and between the Lender and the City of Hollywood, Florida (the “City”) and the Series 2020 Bond:

1. The Lender has full power and authority to carry on its business as now conducted, deliver this letter and make the representations and certifications contained herein.
2. The Lender is a _____ that regularly extends credit to state and local governments by making loans the repayment obligations under which are evidenced by obligations such as the Series 2020 Bond; has knowledge and experience in financial and business matters that make it capable of evaluating the City and the risks associated with the extension of credit evidenced by the Series 2020 Bond; and has the ability to bear the economic risk of extending the credit evidenced by the Series 2020 Bond. The Lender is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its extension of credit evidenced by the Series 2020 Bond.
3. The Lender has conducted its own investigation of the financial condition of the City, the purpose for which the Series 2020 Bond is being executed and delivered and of the security for the payment of the principal of and interest on the Series 2020 Bond, and has obtained such information regarding the Series 2020 Bond and the City and its operations, financial condition and financial prospects as the Lender deems necessary to make an informed decision with respect to its extension of credit evidenced by the Series 2020 Bond.
4. The Lender is extending credit to the City evidenced by the Series 2020 Bond and is acquiring the Series 2020 Bond for its own loan account and without any present intention of distributing, assigning, or selling any interest therein or portion thereof, provided that the Lender retains the right at any time to dispose of the Series 2020 Bond or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Lender shall be made, in accordance with applicable law and the provisions of the Loan Agreement, and related documents. The Lender and its assignees further retain the right to sell or assign participation interests in the Series 2020 Bond to (a) an affiliate of the Lender, or (b) one or more financial institutions, provided that any participation, custodial or similar agreement under which multiple ownership interests in the Series 2020 Bond are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered owner of the Series 2020 Bond, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an event of default under the Series 2020 Bond.

5. The Lender acknowledges that (a) the Series 2020 Bond (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Series 2020 Bond and that none is likely to develop. The Lender understands and acknowledges that (a) the Series 2020 Bond is not intended to be a security, (b) the Lender will treat the Series 2020 Bond as a loan and not a security for accounting purposes, and (c) the Series 2020 Bond will neither be assigned a CUSIP number nor made DTC eligible.

6. The Lender is acting solely for its own account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the City (including to any financial advisor engaged by the City) with respect to the structuring or delivery of the Series 2020 Bond. The Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transactions relating to the structuring or delivery of the Series 2020 Bond and the discussions, undertakings, and procedures leading thereto. The City and has sought and shall seek and obtain financial, legal (including securities law), tax, accounting, and other advice (including as it relates to structure, timing, terms, and similar matters and compliance with legal requirements applicable to such parties) with respect to the Series 2020 Bond from its own financial, legal, tax, and other advisors (and not from the undersigned or its affiliates) to the extent that the City or its placement agent desires to, should, or needs to obtain such advice. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party or the correctness of any legal interpretation made by counsel to any other party with respect to any such matters. The transactions between the City and the Lender are arm's-length, commercial transactions in which the Lender is acting and has acted solely as a principal and for its own interest, and the Lender has not made recommendations to the City with respect to the transactions relating to the Series 2020 Bond.

Very truly yours,

_____, as Lender

By: _____

Name: _____

Title: _____

FORM 11

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the bidder that has submitted the attached bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of City Staff.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the City Staff during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

PRINT, TYPE/STAMP NAME OF NOTARY

1.0 GENERAL TERMS AND CONDITIONS

1.1 INSTRUCTIONS TO BIDDERS

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.

1.2 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder 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 bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

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 bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City.

Vendors 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."

Bidders 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 bid fully complies with the Specifications, Terms and Conditions.

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

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

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

1.5 ADDENDA

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

1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

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

1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

1.8 LATE BIDS OR MODIFICATIONS

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

1.9 CONFLICTS WITHIN THE BID SOLICITATION

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

1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit 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 bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

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

1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; 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.
- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Director of Procurement:
Paul A. Bassar
Office of the City Manager
P.O. Box 229045
Hollywood, FL 33020-9045
Phone: (954) 921 -3628 Fax: (954) 921-3086
Email: pbassar@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.

- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).
- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website. After a notice of intent to award a contract is posted, any actual or prospective bidder 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 of the bid.

- A. 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.
- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may 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 pursuant to this section 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 Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

1.18 AGREEMENT

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

1.19 NOTICE TO PROCEED

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

1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the IFB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or Services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the IFB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided Services to the City in the past. This procedure will continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

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

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

1.26 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, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.29 COPELAND "ANTI-KICKBACK"

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

1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder 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 Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

1.32 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 substantive and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

1.33 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.

1.34 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 on liability set forth in Section 768.28, Florida Statute.

1.35 SURVIVAL

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

1.36 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 bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder 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 bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder 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.

1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

1.38 PUBLIC RECORDS LAW

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or 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 is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, 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 bidder.

1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, 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.

1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: www.hollywoodfl.org

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally necessary.

1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

1.61 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.63 DRUG-FREE WORKPLACE PROGRAM

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

1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of 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 this signed form will result in your bid being declared non-responsive; provided, however, the bidder that otherwise is the lowest responsive responsible bidder 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.

1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.66 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 bid. 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. 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, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.67 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conference attendees and other information are available on the Procurement Services Division's page, which can be found at: www.hollywoodfl.org

1.68 DISCLAIMER

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

1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

1.71 NATURE OF THE AGREEMENT

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

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

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

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

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

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

1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.

- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third -party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of

- B. Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- C. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- D. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- E. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

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

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

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

1.80 MUTUAL OBLIGATIONS

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

1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder.

Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

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

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

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

- 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
- 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
- 3. Cancel orders;

4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 5. Take no action which will increase the amounts payable by the City under this Agreement.
- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- F. All compensation pursuant to this Article is subject to audit.

1.88 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below;
and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

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

1.89 REMEDIES IN THE EVENT OF DEFAULT

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

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

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

1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. 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.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid 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 member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. 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.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

1.93 BANKRUPTCY

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

1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

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

1.95 VERBAL INSTRUCTIONS PROCEDURE

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

1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any extension term 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 then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E -Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term.

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

1.102 BUDGETARY CONSTRAINTS

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

1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non -excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

Owner: The term Owner as used in this Contract shall mean the City of Hollywood.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

Project: The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the Work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

Question and Answers for Bid #IFB-4636-20-GJ - Bank Loan

There are no questions associated with this bid.

Overall Bid Questions

Exhibit "A"

RESOLUTION NO. R-2020-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SEEK LOAN PROPOSALS DURING FISCAL YEAR 2020 TO BORROW FUNDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$11,700,000.00 TO FINANCE CAPITAL IMPROVEMENT PROJECTS IN FISCAL YEAR 2020.

WHEREAS, funding is appropriated in the City of Hollywood Fiscal Year 2017, 2018, 2019 and 2020 General Capital Outlay Fund for the ERP systems implementation, local government radio system, construction of lifeguard and first aid towers, the installation of new alarm hardware and software at fire stations, recreation management software, a closed circuit TV security camera system, the design and engineering of the Johnson Street Complete Streets project, the Hollywood Boulevard Complete Street project, and street resurfacing at various locations throughout the City (collectively, the "Projects"); and

WHEREAS, the City desires to finance the Projects via borrowed funds that have been provided for in the City of Hollywood Fiscal Year 2020 Budget; and

WHEREAS, the City is ready to proceed with the Projects; and

WHEREAS, the City Manager is requesting authorization to seek loan proposals during Fiscal Year 2020 to borrow funds in an amount not to exceed \$11,700,000.00, inclusive of principal and costs, for a term of ten years, except for the local government radio system, alarm hardware and software at fire stations, recreation management software, and closed circuit TV security system, which will be financed for a term of seven years, in order to finance the Projects in Fiscal Year 2020; and

WHEREAS, any borrowing of funds to finance one or more of the Projects shall require the specific approval of the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

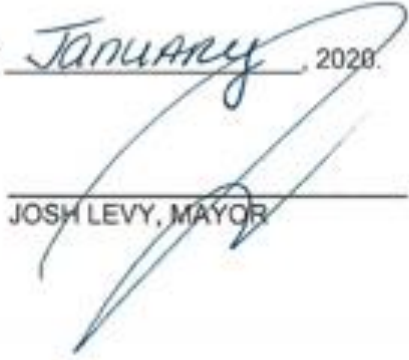
Section 2: The City Manager or designee is authorized to seek loan proposals during Fiscal Year 2020 to borrow funds in a principal amount not to exceed \$11,700,000.00 to finance the acquisition, construction, installation and equipping of the Projects and related costs of issuance. The term of such borrowing shall not exceed ten



years, except for the local government radio system, alarm hardware and software at fire stations, recreation management software, and closed circuit TV security system, which will be financed for a term not to exceed seven years, in order to finance the Projects in Fiscal Year 2020.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 15 day of JANUARY, 2020.




JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

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



DOUGLAS R. GONZALES
CITY ATTORNEY

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Exhibit "B"

RESOLUTION NO. R-2017-192

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RELATING TO A DEBT FINANCING TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS CONTAINED IN THE PROPOSED FY 2017 – FY 2021 CAPITAL IMPROVEMENT PROGRAM, AUTHORIZING A DECLARATION OF OFFICIAL INTENT UNDER U.S. TREASURY REGULATIONS WITH RESPECT TO REIMBURSEMENTS FROM THE PROCEEDS OF THE DEBT FINANCING FOR TEMPORARY ADVANCES MADE FOR PAYMENT PRIOR TO ISSUANCE, AND RELATED MATTERS.

WHEREAS, the City of Hollywood, Florida desires to undertake and commence certain capital improvement projects contained in the proposed FY 2017 - FY 2021 Capital Improvement Program; and

WHEREAS, the City of Hollywood, Florida intends to secure funds through debt financing to facilitate the undertaking and commencement of the above identified capital improvement projects; and

WHEREAS, United States Treasury Regulations §1.150-2 (the "Reimbursement Regulations") prescribe conditions under which proceeds of a debt financing used to reimburse advances made for capital and certain other expenditures ("Original Expenditures") paid before the issuance of such debt instrument will be deemed to be expended (or properly allocated to expenditures) for purposes of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), upon such reimbursement so that the proceeds of the debt financing so used will no longer be subject to requirements or restrictions under those sections of the Code; and

WHEREAS, certain provisions of the Reimbursement Regulations require that there be a Declaration of Official Intent no later than 60 days following payment of the Original Expenditures expected to be reimbursed from proceeds of the debt financing, and that the reimbursement occur within certain prescribed time periods after an Original Expenditure is paid or after the property resulting from the Original Expenditure is placed in service; and

WHEREAS, the City of Hollywood, Florida (the "Borrower") wishes to take steps to comply with the Reimbursement Regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: Definitions. The following definitions apply to the terms used herein:

"Authorized Officer" means the City Manager or any person designated for the purpose by the City Manager.

"Declaration of Official Intent" means a declaration of intent, in the form, manner and time contemplated in the Reimbursement Regulations, that the advances for expenditures referred to therein are reasonably expected to be reimburse from the proceeds of the debt financing to be issued after those expenditures are paid.

"Reimbursement" or "Reimburse" means the restoration to the Borrower of money temporarily advanced from its own funds and spent for Original Expenditures before the approval of the debt financing, evidenced in writing by an allocation on the books and records of the Borrower that shows the use of the proceeds of the debt financing to restore the money advanced for the Original Expenditure.

Section 2: Authorization and Requirement of Declarations of Official Intent. Each Authorized Officer is authorized to prepare and sign Declarations of Official Intent in substantially the form attached with respect to Original Expenditures to which the Reimbursement Regulations apply, to be made from money temporarily advanced and that is reasonably expected to be reimbursed (in accordance with applicable authorizations, policies and practices) from the proceeds of the debt financing, to make appropriate reimbursement and timely allocations from the proceeds of the debt financing to reimburse such prior expenditures, and to take any other actions as may be appropriate, all at the times and in the manner required under the Reimbursement Regulations in order for the reimbursement to be treated as an expenditure of such proceeds for purposes of Sections 103 and 141 to 150 of the Code. No advance from any fund or account or order for payment may be made for Original Expenditures (other than expenditures excepted from such requirement under the Reimbursement Regulations) that are to be reimbursed subsequently from proceeds of the debt financing unless a Declaration of Official Intent with respect thereto is made within the time required by the Reimbursement Regulations.

Resolution Relating to a Debt Financing to Provide Funding for Certain Proposed FY 2017 – FY 2021 Capital Improvement Projects and Authorizing a Declaration of Official Intent Under Applicable U.S. Treasury Regulations to Reimburse from the Debt Financing Proceeds for Temporary Advances.


Section 3: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 3 day of July, 2017.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the
City of Hollywood, Florida, only.



ALAN FALLIK, ACTING CITY ATTORNEY

DECLARATION OF OFFICIAL INTENT**For Reimbursement of Expenditures from a Debt Financing**

This is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Section 103 and 141 to 150 of the Internal Revenue Code of 1986, as amended (the "Code").

1. The undersigned, on behalf of the City of Hollywood, Florida (the "Borrower") declares that the Borrower reasonably expects that the capital and other expenditures described in paragraph 2 (the "Project") will be reimbursed with proceeds of a debt financing (as defined in Section 150 of the Code). The maximum principal amount of debt financing expected to be received for the Project is \$2,040,000.00.
2. Description of capital and other expenditures to be reimbursed.

Expenditures related to certain capital improvement projects contained in the proposed FY 2017 – FY 2021 Capital Improvement Program relating to the following categories of capital projects:

- Johnson Street Complete Street Project
- Street Resurfacing
- Enterprise Resource Solution
- CCTV
- Fire Station #45
- Economic Development/Beautification Projects

The undersigned has been authorized by the Borrower to make and sign this Declaration on behalf of the Borrower.

Date of Declaration:

City of Hollywood, Florida

Dec 26, 2017

By: Wazir Ishmael F.R.V.I.
Dr. Wazir Ishmael, City Manager
City Manager

Wazir

Caution: This Declaration of Official Intent will not be effective unless the loan providing moneys for the reimbursement is issued and the reimbursement for the project described above is made (by an allocation on the books and records identifying the expenditures as in paragraph 2 above) within the applicable period prescribed in the Treasury Regulations – generally, 60 days after the later of the date of the expenditure or the date the Project is placed in service, but in no event later than three years after the date of the expenditure.

Exhibit "C"

RESOLUTION NO. R-2019-005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RELATING TO A DEBT FINANCING TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS CONTAINED IN THE PROPOSED FY 2019 – FY 2023 CAPITAL IMPROVEMENT PROGRAM; AUTHORIZING A DECLARATION OF OFFICIAL INTENT UNDER U.S. TREASURY REGULATIONS WITH RESPECT TO REIMBURSEMENTS FROM THE PROCEEDS OF THE DEBT FINANCING FOR TEMPORARY ADVANCES MADE FOR PAYMENT PRIOR TO ISSUANCE, AND RELATED MATTERS.

WHEREAS, the City desires to undertake and commence certain capital improvement projects contained in the adopted FY 2019 - FY 2023 Capital Improvement Program; and

WHEREAS, the City intends to secure funds through debt financing to facilitate the undertaking and commencement of the above identified capital improvement projects; and

WHEREAS, United States Treasury Regulations §1.150-2 (the "Reimbursement Regulations") prescribe conditions under which proceeds of a debt financing used to reimburse advances made for capital and certain other expenditures ("Original Expenditures") paid before the issuance of such debt instrument will be deemed to be expended (or properly allocated to expenditures) for purposes of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), upon such reimbursement so that the proceeds of the debt financing so used will no longer be subject to requirements or restrictions under those sections of the Code; and

WHEREAS, certain provisions of the Reimbursement Regulations require that there be a Declaration of Official Intent no later than 60 days following payment of the Original Expenditures expected to be reimbursed from proceeds of the debt financing, and that the reimbursement occur within certain prescribed time periods after an Original Expenditure is paid or after the property resulting from the Original Expenditure is placed in service; and

WHEREAS, the City ("Borrower") wishes to take steps to comply with the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: Definitions. The following definitions apply to the terms used herein:

"Authorized Officer" means the City Manager or any person designated for the purpose by the City Manager.

"Declaration of Official Intent" means a declaration of intent, in the form, manner and time contemplated in the Reimbursement Regulations, that the advances for expenditures referred to therein are reasonably expected to be reimburse from the proceeds of the debt financing to be issued after those expenditures are paid.

"Reimbursement" or "Reimburse" means the restoration to the Borrower of money temporarily advanced from its own funds and spent for Original Expenditures before the approval of the debt financing, evidenced in writing by an allocation on the books and records of the Borrower that shows the use of the proceeds of the debt financing to restore the money advanced for the Original Expenditure.

Section 3: Authorization and Requirement of Declarations of Official Intent. Each Authorized Officer is authorized to prepare and sign Declarations of Official intent in substantially the form attached with respect to Original Expenditures to which the Reimbursement Regulations apply, to be made from money temporarily advanced and that is reasonably expected to be reimbursed (in accordance with applicable authorizations, policies and practices) from the proceeds of the debt financing, to make appropriate reimbursement and timely allocations from the proceeds of the debt financing to reimburse such prior expenditures, and to take any other actions as may be appropriate, all at the times and in the manner required under the Reimbursement Regulations in order for the reimbursement to be treated as an expenditure of such proceeds for purposes of Sections 103 and 141 to 150 of the Code. No advance from any fund or account or order for payment may be made for Original Expenditures (other than expenditures excepted from such requirement under the Reimbursement Regulations) that are to be reimbursed subsequently from proceeds of the debt financing unless a Declaration of Official Intent is made within the time required by the Reimbursement Regulations.

DECLARATION OF OFFICIAL INTENT

For Reimbursement of Expenditures from a Debt Financing

This is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Section 103 and 141 to 150 of the Internal Revenue Code of 1986, as amended (the "Code").

1. The undersigned, on behalf of the City of Hollywood, Florida (the "Borrower") declares that the Borrower reasonably expects that the capital and other expenditures described in paragraph 2 (the "Project") will be reimbursed with proceeds of a debt financing (as defined in Section 150 of the Code). The maximum principal amount of debt financing expected to be received for the Project is \$5,700,000.00.
2. Description of capital and other expenditures to be reimbursed.

Expenditures related to certain capital improvement projects contained in the proposed FY 2019 – FY 2023 Capital Improvement Program relating to the following categories of capital projects:

- Enterprise Resource Solution (ERP)
- Radio System to Support Local Government
- Alerting System at Fire Stations

The undersigned has been authorized by the Borrower to make and sign this Declaration on behalf of the Borrower.

Date of Declaration:

City of Hollywood, Florida

Dec 24, 2019

By:

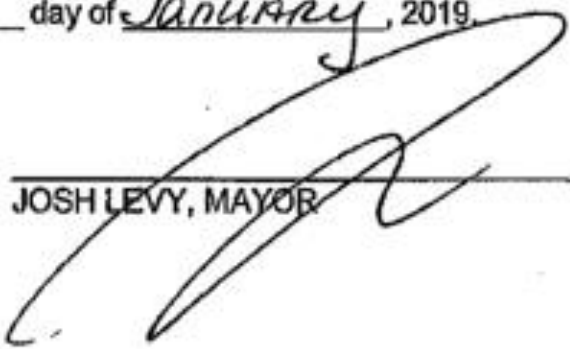
Dr. Wazir Ishmael, City Manager

Caution: This Declaration of Official Intent will not be effective unless the loan providing moneys for the reimbursement are issued and the reimbursement for the project described above is made (by an allocation on the books and records identifying the expenditures as in paragraph 2 above) within the applicable period prescribed in the Treasury Regulations – generally, 60 days after the later of the date of the expenditure or the date the Project is placed in service, but in no event later than three years after the date of the expenditure.

RESOLUTION RELATING TO A DEBT FINANCING TO PROVIDE FUNDING FOR CERTAIN PROPOSED FY 2019 – FY 2023 CAPITAL IMPROVEMENT PROJECTS AND AUTHORIZING A DECLARATION OF OFFICIAL INTENT UNDER APPLICABLE U.S. TREASURY REGULATIONS TO REIMBURSE FROM THE DEBT FINANCING PROCEEDS FOR TEMPORARY ADVANCES.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 16 day of January, 2019.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

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



DOUGLAS R. GONZALES, CITY ATTORNEY *at*

Exhibit "D"

RESOLUTION NO. R-2020-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RELATING TO A DEBT FINANCING TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS CONTAINED IN THE ADOPTED AND APPROVED FY 2018 AND FY 2020 CAPITAL IMPROVEMENT PLANS; AUTHORIZING A DECLARATION OF OFFICIAL INTENT UNDER U.S. TREASURY REGULATIONS WITH RESPECT TO REIMBURSEMENTS FROM THE PROCEEDS OF THE DEBT FINANCING FOR TEMPORARY ADVANCES MADE FOR PAYMENT PRIOR TO ISSUANCE, AND RELATED MATTERS.

WHEREAS, the City desires to undertake and commence certain capital improvement projects contained in the adopted and approved FY 2018 and 2020 Capital Improvement Plans; and

WHEREAS, the City intends to secure funds through a debt financing to facilitate the undertaking and commencement of the above identified capital improvement projects; and

WHEREAS, United States Treasury Regulations §1.150-2 ("Reimbursement Regulations") prescribe conditions under which proceeds of a debt financing used to reimburse advances made for capital and certain other expenditures ("Original Expenditures") paid before the issuance of such debt instrument will be deemed to be expended (or properly allocated to expenditures) for purposes of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), upon such reimbursement so that the proceeds of the debt financing so used will no longer be subject to requirements or restrictions under those sections of the Code; and

WHEREAS, certain provisions of the Reimbursement Regulations require that there be a Declaration of Official Intent no later than 60 days following payment of the Original Expenditures expected to be reimbursed from proceeds of the debt financing, and that the reimbursement occur within certain prescribed time periods after an Original Expenditure is paid or after the property resulting from the Original Expenditure is placed in service; and

WHEREAS, the City ("Borrower") wishes to take steps to comply with the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: Definitions. The following definitions apply to the terms used herein:

"Authorized Officer" means the Mayor, City Manager or any person designated for the purpose by the City Manager.

"Declaration of Official Intent" means a declaration of intent, in the form, manner and time contemplated in the Reimbursement Regulations, that the advances for expenditures referred to therein are reasonably expected to be reimbursed from the proceeds of the debt financing to be issued after those expenditures are paid.

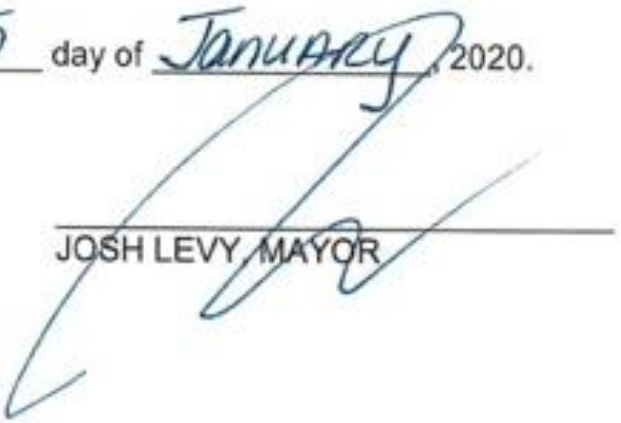
"Reimbursement" or "Reimburse" means the restoration to the Borrower of money temporarily advanced from its own funds and spent for Original Expenditures before the approval of the debt financing, evidenced in writing by an allocation on the books and records of the Borrower that shows the use of the proceeds of the debt financing to restore the money advanced for the Original Expenditure.

Section 3: Authorization and Requirement of Declarations of Official Intent. Each Authorized Officer is authorized to prepare and sign Declarations of Official Intent in substantially the form attached with respect to Original Expenditures to which the Reimbursement Regulations apply, to be made from money temporarily advanced and that is reasonably expected to be reimbursed (in accordance with applicable authorizations, policies and practices) from the proceeds of the debt financing, to make appropriate reimbursement and timely allocations from the proceeds of the debt financing to reimburse such prior expenditures, and to take any other actions as may be appropriate, all at the times and in the manner required under the Reimbursement Regulations in order for the reimbursement to be treated as an expenditure of such proceeds for purposes of Sections 103 and 141 to 150 of the Code. No advance from any fund or account or order for payment may be made for Original Expenditures (other than expenditures excepted from such requirement under the Reimbursement Regulations) that are to be reimbursed subsequently from proceeds of the debt financing unless a Declaration of Official Intent with respect thereto is made within the time required by the Reimbursement Regulations.

Section 4: That this Resolution shall be effective immediately upon its passage and adoption.


A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RELATING TO A DEBT FINANCING TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS CONTAINED IN THE ADOPTED AND APPROVED FY 2018 AND FY 2020 CAPITAL IMPROVEMENT PLANS; AUTHORIZING A DECLARATION OF OFFICIAL INTENT UNDER U.S. TREASURY REGULATIONS WITH RESPECT TO REIMBURSEMENTS FROM THE PROCEEDS OF THE DEBT FINANCING FOR TEMPORARY ADVANCES MADE FOR PAYMENT PRIOR TO ISSUANCE, AND RELATED MATTERS.

PASSED AND ADOPTED this 15 day of January, 2020.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

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



DOUGLAS R. GONZALES
CITY ATTORNEY

07

DECLARATION OF OFFICIAL INTENT

For Reimbursement of Expenditures from a Debt Financing

This is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Section 103 and 141 to 150 of the Internal Revenue Code of 1986, as amended (the "Code").

1. The undersigned, on behalf of the City of Hollywood, Florida (the "Borrower") declares that the Borrower reasonably expects that the capital and other expenditures described in paragraph 2 (the "Project") will be reimbursed with proceeds of a debt financing (as defined in Section 150 of the Code). The maximum principal amount of debt financing expected to be received for the Projects is \$4,544,427.00
2. Description of capital and other expenditures to be reimbursed.

Expenditures related to certain capital improvement projects contained in the adopted FY 2018 and FY 2020 Capital Improvement Plans relating to the following categories of capital projects:

- Hollywood Boulevard Complete Streets
- Street Resurfacing
- Enterprise Resource Planning
- Recreation Management Software
- Lifeguard Tower and First Aid Stations

The undersigned has been authorized by the Borrower to make and sign this Declaration on behalf of the Borrower.

Date of Declaration:

City of Hollywood, Florida

Jan 22, 2020

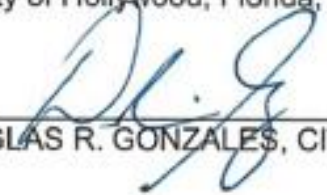

By: 

Dr. Wazir Ishmael, City Manager





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


DOUGLAS R. GONZALES, CITY ATTORNEY 

Caution: This Declaration of Official Intent will not be effective unless the loan providing moneys for the reimbursement are issued and the reimbursement for the project described above is made (by an allocation on the books and records identifying the expenditures as in paragraph 2 above) within the applicable period prescribed in the Treasury Regulations – generally, 60 days after the later of the date of the expenditure or the date the Project is placed in service, but in no event later than three years after the date of the expenditure.