

Solicitation RFQ 4651-20-PB

Investment Banking/Underwriting Services

Bid Designation: Public



City of Hollywood, Florida

SECTION 2 GENERAL INSTRUCTIONS TO SUBMITTERS

2.1 **GENERAL**

The City of Hollywood, Florida ("City") seeks responses to this Requests for Qualifications ("RFQ") from consultants who can provide Investment Banking/Underwriting Services to the City.

RFQ responses shall be emailed to the email addresses below on or before the Submittal Deadline. RFQs received after this time shall be returned unopened. The Submittal Deadline is defined as 3:00 p.m., local time, May 26, 2020.

Individuals and firms desiring consideration should email their Submittal to this RFQ at the email address below. Responses should be portrait orientation 8 ½" x 11" where practical. Guidelines detailing form and content requirements for the RFQ are available by contacting the City of Hollywood Office of Procurement and Contract Compliance, [2600 Hollywood Boulevard, Room 303 Hollywood, FL 33020-4807](#), (954) 921-3299, or download them from our website at <https://www.hollywoodfl.org/216/Procurement-Services> and <https://prod.BidSync.com/>.

2.1.1 **Submission of RFQ Response**

Submitters shall submit electronic copies of their response, in PDF format, via email attachment to Paul Bassar at pbassar@hollywoodfl.org with a copy to David Keller at dkeller@hollywoodfl.org. Responses must be received no later than **May 26, 2020 at 3:00 PM EST** to be considered. Submitters assume all risks of late or non-delivery.

2.1.2 **Preparations of RFQ Responses**

The RFQ submittals shall include information outlined in Paragraph 4.5, completed all Forms included in Section 5, including Form 7, Fee Schedule, stating the fees and expenses for the services as described in this RFQ.

2.1.3 **Questions**

Any questions concerning this solicitation shall be submitted in the BidSync portal in writing no later than 3:00 PM, May 11, 2020. No questions will be considered that are received after that date. Responses and/or an Addendum will be issued as appropriate.

The BidSync link is as follows: <https://www.hollywoodfl.org/791/BidSync-Search>.

2.2 **SCOPE OF WORK**

The City of Hollywood, Florida (the "City") is soliciting Request for Qualifications "(RFQ)" submittals from qualified investment banking/underwriting firms to be members of the City's investment banking/underwriting pool for future negotiated bond sales. The City anticipates selecting underwriter(s) for specific future transactions based on the nature and characteristics of the transaction and the market. Selection and award for future negotiated bond issues will be done on a transactional basis from members of the City's underwriting pool. Existence of the underwriting pool does not preclude the City from using a competitive sale process or other financing method in instances the City deems it to be in its best interest to do so. This request for qualifications does not commit the City to award any contract, to pay costs incurred in the preparation of any response to this request or to procure or pay for any service. The underwriting pool is anticipated to be established for a term of three years with two one year options, if mutually agreed to by the parties. Joint submittals will not be accepted.

The City has a variety of debt issues outstanding within both governmental and enterprise funds that are secured with various pledged funds. The City is currently considering refunding the Water and Sewer Revenue Bonds, Series 2010B (the "Series "2010B") which are currently outstanding in the aggregate principal amount of \$42,140,000. It is anticipated that the top ranked firm to this RFQ will be selected to serve as senior managing underwriter for this initial bond issue. The City, at its sole option, may additionally appoint additional firm(s) to serve a co-managing underwriter for this anticipated initial bond issue. However, the City does not represent or guaranty that this initial bond issue or any other financing will be completed, or that this initial bond issue will be the first issuance of the City.

The Successful Submitter(s) will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFQ, will include the entire effort required of the Submitter to provide the service described.

2.3 **SUBMITTAL REQUIREMENTS**

Submitters shall include the following information in their written response document.

- a) Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page. Since electronic (PDF) versions are being requested, a tab may consist of a page inserted with the title of the tabbed section, as opposed to how a tab is added to a physical copy.
- b) Submit packages in the format outlined below.
- c) Submittals should be concise and provide only the information requested. Additional data will not be considered.

2.3.1 **Title Page**

Title Page shall show the request for qualification responder's subject, title and RFQ number; the firm's name; the name, address and telephone number of a contact person; and the date of the Submittal.

2.3.2 **Table of Contents**

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

2.3.3 **Tab 1 - Transmittal Letter**

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the Submittal and should identify all materials and enclosures being forwarded in response to the RFQ.

2.3.4 **Tab 2 – Completed Forms**

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

2.3.5 **Tab 3 – Relevant Firm Experience**

Provide completed summary tables (as shown below) of the firm's underwriting experience with municipal bonds for the requested tables below since January 1, 2016. Additionally, include at least one water and sewer case study since 2016 that you believe is relevant to the City. (3 page limit)

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As an appendix, provide a chronological listing of the firm’s recent Florida underwriting experience and highlight Florida water and sewer experience. Limit 4 pages.

Sale Dates	National Tax-Exempt Underwriting Experience			
	Senior Managed		Co-Managed	
	# of issues	\$	# of issues	\$
2016				
2017				
2018				
2019				
2020 thru March 1				
TOTAL				

Sale Dates	Florida Tax-Exempt Underwriting Experience			
	Senior Managed		Co-Managed	
	# of issues	\$	# of issues	\$
2016				
2017				
2018				
2019				
2020 thru March 1				
TOTAL				

<i>Sale Dates</i>	<i>National Water and Sewer Tax-Exempt Underwriting Experience</i>			
	Senior Managed		Co-Managed	
	<i># of issues</i>	<i>\$</i>	<i># of issues</i>	<i>\$</i>
<i>2016</i>				
<i>2017</i>				
<i>2018</i>				
<i>2019</i>				
<i>2020 thru March 1</i>				
<i>TOTAL</i>				

<i>Sale Dates</i>	<i>Florida Water and Sewer Tax-Exempt Senior Manager Underwriting Experience</i>			
	Senior Managed		Co-Managed	
	<i># of issues</i>	<i>\$</i>	<i># of issues</i>	<i>\$</i>
<i>2016</i>				
<i>2017</i>				
<i>2018</i>				
<i>2019</i>				
<i>2020 thru March 1</i>				
<i>TOTAL</i>				

2.3.6 Tab 4 – Experience of Personnel

Provide the names and roles of the professionals you would expect to assist the City and what office(s) from which the work will be performed, indicating who will be the primary day-to-day contact for the engagement and their experience with Florida bond issues. Resumes for your team members can be included as an appendix. *(2 page limit)*

2.3.7 Tab 5 –Marketing & Distribution

Provide a discussion of the Submitter's marketing strategy and distribution capabilities for the City's bonds, especially taking into consideration today's Covid-19 world. Include number retail sales professionals, institutional sales professionals, and underwriters in tabular form both in Florida and nationally. *(3 page limit)*

2.3.8 Tab 6 –Ability and Willingness to Commit Capital

Provide the firm's most recent capital position in tabular form that includes Total Capital, Equity Capital, Net Capital, and Excess Capital. Provide at least one example of your firm's use of its capital to support a client's transaction. Describe the ability and willingness of the firm to purchase the entire offering of the issuer, if necessary, in the case of a firm underwriting. *(2 page limit)*

2.3.9 Tab 7 – Fee Structure for Anticipated Initial Financing

The City is looking at refunding their Series 2010B, Water and Sewer Revenue Bonds, which are currently outstanding in the aggregate principal amount of \$42,140,000. The refunding will mature on October 1, 2039 and the City is seeking level debt service savings. Based upon this please provide an underwriting fee including management fee (if any), and detailed expenses. The takedown will be negotiated at the time of sale. The City's Disclosure Counsel will prepare the offering document; underwriter's counsel will be expected to prepare the bond purchase agreement. Acceptance of a Submittal will not preclude the City from negotiating, at the City's discretion, based upon market conditions closer to the time of sale of the bonds. Furthermore, the City does not represent or guaranty that this initial bond issue or any other financing will be completed, or that this initial bond issue will be the first issuance of the City.

2.3.10 Tab 8 – Additional Information

Provide any additional information that demonstrates your firm's abilities to serve as underwriter to the City, such as recent experience with rating agencies and bond insurers. *(2 page limit)*

2.3.11 Tab 9 - References

Provide three (3) relevant clients who may be contacted by the City as references with respect to the firm's work performance as Underwriter on similar types of financing. For each reference, include the contact person's name, title, address, phone number, and e-mail. (Note: At the discretion of the Selection Committee, the Selection Committee Chair may

request and tabulate written references and make a report to the Selection Committee, or assign a Selection Committee Member to do so. Reference checks are typically completed on the short-listed firms only; however the City reserves the right to expand reference checks to other firms or during other phases of the evaluation process. Consideration of responses received from reference checks may be given during the final selection process.)

2.3.12 **Additional Information**

Provide the names of two law firms and their fees that may be retained as underwriter's counsel should your firm be appointed a Senior Manager. The City's Bond Counsel and Disclosure Counsel is Greenberg Traurig.

Provide a description of any investigation, litigation or regulatory action filed against the Submitter over the past three years and the resolution thereof. Identify fully the extent to which your firm or individual partners or employees are the subject of any ongoing municipal securities investigation, litigation, arbitration or subject to a subpoena in connection with such investigation, litigation, or arbitration.

Please disclose any arrangement with any unrelated individual or entity with respect to providing compensation, fees or profit to such individual or entity in return for your firm acting as underwriter for the City and the manner in which such compensation fees would be paid. Disclose any conflict of interest, as stated in MSRB Rule G-17, including finder's fees, fee splitting, or other contractual arrangements of the firm that could present a real or perceived conflict of interest. Disclose any relationship, contractual or otherwise, that your firm has with any individual, organization or firm that may be a party to the Issuer.

2.4 **SELECTION CRITERIA**

The City desires to select the Underwriter(s) that demonstrates the ability to provide the highest quality of service. To accomplish this goal, the City's criteria for selection shall include, but not be limited to the following:

- a) Quality, quantity and relevance of Respondent's experience and resources: **20 Points**
- b) The experience of the professionals assigned to the transaction: **25 Points**
- c) Ability to demonstrate the firm's marketing and distribution capabilities and meet the requirements of the City: **20 Points**
- d) Understanding of the work to be performed: **25 Points**
- e) Pricing: **10 Points**

A Selection Committee will review and evaluate the submittals. All respondents to this request will be notified in writing as to the final outcome of this process.

2.5 **TERM OF CONTRACT**

The term of the underwriter agreement will be in effect for a Base Term of three (3) years with two additional one year options, if mutually agreed to by the parties.

2.6 **TIMELINE GOALS**

All timelines are tentative and subject to revision at the sole discretion of the City

- | | |
|----------------------------------|--------------------------|
| a) Issue RFQ | April 29, 2020 |
| b) Last Day for Questions | May 11, 2020 |
| c) Submittal Response Due | May 26, 2020 |
| d) Selection Committee Meeting | May/June xx, 2020 (tbd) |
| e) City Commission Consideration | June/July xx, 2020 (tbd) |

2.7 **CONDITIONS AND LIMITATIONS**

The CITY shall select the RFQ or RFQs that is or are, in its sole opinion, in the best interests of the CITY considering the rates, general covenants and conditions, and features of the RFQs for the services 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 RFQ.

The CITY reserves the right to reject any and all RFQs, to waive any informalities or irregularities in any RFQ received, to re-advertise for RFQs, 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 RFQ shall not be reimbursed.

SECTION 3

GENERAL CONDITIONS

3.1 **RFQ DOCUMENTS**

These RFQ documents constitute the complete set of RFQ specifications and forms. All forms and documents must be executed and submitted as provided in Section 4 of this RFQ. RFQs not submitted on the prescribed RFQ forms shall be rejected. By submitting a RFQ, the Submitter 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 RFQ constitutes a binding offer by the Submitter. Submitter's failure to comply with any provisions in this RFQ may result in disqualification, at the sole discretion of the CITY.

3.2 **ADDITIONAL TERMS AND CONDITIONS**

Additional terms and conditions submitted by the Submitter with the RFQ may be evaluated or considered. Priority shall be given to RFQs 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 Submitters shall carefully examine the RFQ 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 RFQ 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:

Paul Bassar, Director
Office of Procurement and Contract Compliance
City of Hollywood
2600 Hollywood Boulevard, Room 302
Hollywood, FL 33020
Email: pbassar@hollywoodfl.org

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

Any interpretation of, or changes to, the RFQ documents shall be made in the form of a written addendum to the RFQ document and shall be furnished by the CITY to all Submitters via BidSync. Only those interpretations of, or changes to, the RFQ document that are made in writing and furnished in such manner 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 SUBMITTER.

3.5 **NO CONTINGENCY FEES**

SUBMITTER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SUBMITTER, to solicit or secure the service provision envisioned in this RFQ, 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 SUBMITTER, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the selection of the SUBMITTER.

3.6 **INDEPENDENCE**

On the form provided in Section 5 of this RFQ, the Submitter 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 RFQ. Additionally, the Submitter 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 the provision of services as described in this RFQ.

3.7 **ASSIGNMENT: NON-TRANSFERABILITY OF RFQ**

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

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

3.8 **LEGAL REQUIREMENTS**

Submitters are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to this RFQ. Lack of knowledge of the Submitter 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 RFQ shall be considered as a representation that the Submitter 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 Submitter

discovers any provisions in the RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, Submitter shall report it to the CITY in writing without delay.

3.10 **ADVERTISING**

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

3.11 **EXECUTE CONTRACT AGREEMENT**

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

3.12 **WITHDRAWAL OR REVISION OF RFQ PRIOR TO AND AFTER OPENING**

A Submitter shall not withdraw, modify or correct a RFQ after it has been deposited with the CITY. The withdrawal, modification or correction of a RFQ after it has been deposited with the CITY shall constitute a breach by the Submitter.

3.13 **CITY'S EXCLUSIVE RIGHTS**

The CITY reserves the exclusive rights to:

- a. Waive any deficiency or irregularity in the selection process;
- b. Accept or reject any or all qualifications statements in part or in whole;
- c. Request additional information as appropriate; and
- d. 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 RFQ, the CITY reserves the right to reject the sole response.

By submitting a response to the RFQ, all Submitters acknowledge and agree that no action shall lie to require the CITY to award any contract, to pay costs incurred in the preparation of any response to this request or to procure or pay for any service. Each Submitter waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the CITY not awarding such contract.

3.14 **ADDENDA**

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

3.15 REVIEW OF THE RFQ DOCUMENTS

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

3.16 ADJUSTMENT/CHANGES/DEVIATIONS

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

3.17 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after RFQ response opening, whichever is earlier, any material submitted in response to this RFQ shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Submitters must claim the applicable exemptions to disclosure provided by law in their response to the RFQ 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 SUBMITTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBMITTER'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 RFQ 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 RFQ shall include the Non-Collusion Affidavit as set forth in the form provided in Section 5 of this RFQ as described the RFQ. Submitter's failure to include the affidavit shall result in disqualification.

SECTION 4

4.1 **PREPARATION OF RFQS**

No Submitter shall take exception to the specifications herein. RFQ responses taking exception to the specifications may be rejected as non-responsive.

4.1.1 RFQ Response Format

Submitters shall an electronic copy of their response, in PDF format, via email attachment to Paul Bassar, Director of the Office of Procurement and Contract Compliance, at pbassar@hollywoodfl.org, with a copy to David Keller, Fiscal Affairs Special Projects Manager, at dkeller@hollywoodfl.org. Each copy should contain all mandatory and optional information submitted by the Submitter.

4.1.2 Signatures

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

RFQ responses 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). The corporate address and state of incorporation shall be shown below the signature.

4.2 **RFQ RESPONSE**

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 RFQ, a response such as "no response is required" or "not applicable" is acceptable.

Table 4.2.1 – RFQ Response Forms

Responses shall include all information requested within Section 2 of the RFQ, along with the following Forms:

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

4.3 SUBMITTAL, RECEIPT AND OPENING OF RFQS

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

pbassar@hollywoodfl.org, with a copy to: dkeller@hollywoodfl.org.

All Submitters are reminded that it is the sole responsibility of the Submitter to ensure that their RFQ is emailed in sufficient time that the time indicated for the email receipt in the inbox of the Director of Procurement and Contract Compliance reads earlier than the Submittal Deadline. Failure of a Submitter to submit their RFQ and ensure that their RFQ is received prior to the time stated above shall render a Submitter to be deemed non-responsive and the RFQ shall not be considered for award.

RFQs submitted and showing as received in the inbox of the Director of Procurement and Contract Compliance prior to the Submittal Deadline shall be opened publicly in accordance with Section 4.5.

4.4 EVALUATION

RFQs submitted shall be evaluated by a Selection Committee in accordance with the criteria, scope, and information outlined in this RFQ.

4.5 RFQ RESPONSE OPENING

The RFQ responses shall be publicly opened at City Hall, 2600 Hollywood Boulevard, Hollywood, Florida 33022, immediately after the Submittal Deadline. Submitters shall provide the following information in the RFQ Response:

4.5.1 Responses To Items Contained Within Section 2 Of This RFQ

Responses must provide answers and information to all items requested in Section 2 of the RFQ.

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 Submitter (Form 1).

4.5.3 Public Entity Crimes

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

4.5.4 Fee Schedule

The Submitter shall provide an underwriting fee, a management fee (if any) and detailed expenses for the services as described herein (Form 7).

4.6 **EVALUATION CRITERIA**

The evaluation of RFQs and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the Submitter, 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 Submitter and the Submitter shall furnish the CITY all such information for this purpose as the CITY may request before and during the RFQ period. The Selection Committee reserves the right to make additional inquiries, interview some or all Submitters, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all Submitters. The Selection Committee may reject a Submitter or qualify a Submitter.

4.6.1 Responsiveness

The factors to be considered in determining the responsiveness of each Submitter 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 RFQ, including adherence to all RFQ instructions.
- c. Consistency between the goods and services offered and the goods or services requested in the RFQ.
- d. Accuracy of any mathematical calculations.

4.6.2 Responsibility

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

- a. The qualifications and experience of the firm.
- b. The qualifications and experience of the professionals assigned.
- c. The presentation of the understanding of the work to be performed.
- d. The demonstration of the firm's marketing and distribution capabilities.

4.7 **SUBMITTAL REVIEW**

The Selection Committee will examine the documentation submitted in the RFQ to determine the responsiveness and responsibility of each RFQ response, and from that determination make a recommendation of award to the responsive/responsible Submitter whose RFQ satisfies all of the CITY's requirements as contained within Section 2 of the RFQ.

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-RFQ 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 RFQ should be sent in writing by email to the Procurement Services Division as identified in this RFQ.

SECTION 5

RFQ FORMS

The forms located in this section of the RFQ Documents shall be included in the RFQ PDF file 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 RFQ 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 SUBMITTER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE SUBMITTER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. SUBMITTER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Submitter's Authorized Representative's Signature:

Date

Type or Print Name:

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

Issue Date

SUBMISSION

Submittal Due Date: May 26, 2020 3:00P.M. EST

How to submit RFQs/Submittals: Vendor's solicitation response may be submitted electronically via email to the email addresses stipulated 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 the inbox email receipt time of the Director of Procurement and Contract Compliance. 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 Submitters relying on other information do so at their own risk.

The responsibility for submitting a RFQ/Submittal on or before the time and date is solely and strictly the responsibility of the Submitter, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. 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.

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

RFQ/RFP/RFQ Number: IFB- xxxx -20 -aa Title: Investment Banking/Underwriting Services

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

FORM 3

NON COLLUSION AFFIDAVIT

STATE OF:

COUNTY OF:

, being first duly sworn, deposes and says that: ⁽¹⁾

He/she is

of

, the

Submitter that has submitted the attached
RFQ.

(2) He/she has been fully informed regarding the preparation and contents of the attached RFQ and of all pertinent circumstances regarding such RFQ;

(3) Such RFQ is genuine and is not a collusion or sham RFQ;

(4) Neither the said Submitter 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 Submitter, firm or person to submit a collusive or sham RFQ in connection with the contractor for which the attached RFQ 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 Submitter, firm or person to fix the price or prices, profit or cost element of the RFQ price or the RFQ price of any other Submitter, 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 RFQ are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Printed Name

Name of Company

Title

FORM 4

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

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
Security Number of the individual signing this sworn statement.

If the entity has no FEIN, include the Social

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 RFQ, Submittal, 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 RFQs or applies to RFQ 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 the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

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

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

FORM 5

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

Printed Name

Name of Company

Title

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

FORM 6

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE RFQS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFQs 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 RFQ 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 RFQs 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 RFQ 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 RFQ, 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

RFQ/RFP/RFQ Number: IFB-xxxx-20-aa Title: Investment Banking/Underwriting Services

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

FORM 7

FEES AND EXPENSE SCHEDULE

Fiscal Year 2020 Investment Bank/Underwriting Services RFQ

Item	Description	Fee
1.	Underwriting Fee (Cost per \$Thousand Bonds)	\$
2.	Management Fee, if any (Cost per \$Thousand Bonds)	\$
3.	Detailed Expenses*	\$

*Detailed Expenses must be listed/explained below.

FORM 8

ACKNOWLEDGMENT OF ADDENDA

The Submitter hereby acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFQ or the Agreement. In the event the Submitter 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 Submitter into and made part of the RFQ or the Agreement.

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

FORM 9

INDEPENDENCE AFFIDAVIT

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

I am _____ of _____, the Submitter that has submitted the attached RFQ Response;

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 RFQ.

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"):

FORM 9
INDEPENDENCE
AFFIDAVIT (CONTINUED)

Signature (Blue ink only)

Print Name

Title

Date

1.0 GENERAL TERMS AND CONDITIONS

1.1 INSTRUCTIONS TO SUBMITTERS

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 RFQ Solicitation are encouraged to submit RFQs. To receive notification and to be eligible to RFQ 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 SUBMITTERS RESPONSIBILITIES

Submitters are required to submit their RFQs upon the following express conditions:

- A. Submitters shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Submitters shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the RFQ conditions. No plea of ignorance, by the Submitter, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Submitter 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 Submitter.
- C. Submitters 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 RFQS

RFQs will be prepared in accordance with the following:

- A. The City's enclosed RFQ Submittal Form, in its entirety, is to be used in submitting your RFQ. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the RFQ form shall be furnished. The Submitter 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 RFQs will not be considered unless authorized in the Invitation to RFQ 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 RFQ. 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."

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

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

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

1.6 REJECTION OF RFQS

The City may reject a RFQ if:

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

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

1.7 WITHDRAWAL OF RFQS

- A. RFQs shall be deemed enforceable for a period of 120 days after the time set for the RFQ

opening. B. RFQs may be withdrawn prior to the time set for the RFQ opening. Such request must be in writing.

- C. The City may permanently retain as liquidated damages the RFQ deposit furnished by any Submitter who requests to withdraw a RFQ after the RFQ opening.

1.8 LATE RFQS OR MODIFICATIONS

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

1.9 CONFLICTS WITHIN THE RFQ SOLICITATION

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

1.10 CLARIFICATION OR OBJECTION TO RFQ SPECIFICATIONS

If any person contemplating submitting a RFQ for this contract is in doubt as to the true meaning of the specifications or other RFQ 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 RFQ, 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 RFQs. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFQ 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. Submitters should state any payment discount in the space provided on the Submittal 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 RFQ DISCOUNT

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

Submitter may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for RFQ evaluation purposes. Submitters 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 SUBMITTERS

- A. Pre-award inspection of the Submitter's facility may be made prior to the award of a contract. RFQs will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this RFQ; 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 Submitter, 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 RFQ 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 Submittal, 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 RFQ

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible Submitter(s) whose RFQ(s) conforms to the Invitation for RFQs 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 Submitter qualifies its RFQ 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 Submitter shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful Submitter of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

1.17 RFQ PROTESTS

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

- 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 RFQ 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 Submitter to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Submitter.

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 Submitter is awarded a contract as a result of this IFB, the Submitter may, if the Submitter 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 SUBMITTERS

A Submitter may be disqualified temporarily or permanently and its RFQ(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 RFQS

The City reserves the right to accept or reject any or all RFQs, part of RFQs, and to waive minor irregularities or variations to specifications contained in RFQs, 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 Submitter whose product or service meets the terms, conditions, and specifications of the IFB and whose RFQ is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Submitter, the following shall be considered when applicable: the ability, capacity and skill of the Submitter to perform as required; whether the Submitter can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Submitter; the quality of past performance by the Submitter; the previous and existing compliance by the Submitter with related laws and ordinances; the sufficiency of the Submitter's financial resources; the availability, quality and adaptability of the Submitter's supplies or Services to the required use; the ability of the Submitter to provide future maintenance, service or parts; the number and scope of conditions attached to the RFQ.

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

1.23 SUBCONTRACTING

Unless otherwise specified in this RFQ Solicitation, the successful Submitter 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 Submitter 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

Submitters shall comply with all local, state and federal directives, orders and laws as applicable to this RFQ 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 SUBMITTERS

The Submitter 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 Submitter, by affixing its signature to this Submittal, agrees to the following: "Submitter certifies that its RFQ is made without previous understanding, agreement, or connection with any person, firm or corporation, making a RFQ 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 Submitter 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 Submitter, by virtue of submitting, 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 Submitter or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Submitter 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 Submitter expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Submitter 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 RFQs become subject to this statute, notwithstanding Submitters' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after RFQ or Submittal 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.

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

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 RFQ is within 5% of the RFQ of the lowest responsive responsible Submitter 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 RFQ of the lowest responsive responsible 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 RFQ 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 RFQ package prior to the RFQ 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 RFQ. 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 RFQ Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

1.45 EXCEPTIONS TO RFQ

The Submitter shall list on the space provided on the RFQ page or on a separate sheet of paper any exceptions to the conditions of this RFQ. This sheet shall be labeled, "Exceptions to RFQ Provisions," and shall be attached to the RFQ. 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 Submitter must state clearly in the RFQ any variance from those specifications. It is the Submitter's responsibility to provide adequate information in the RFQ, to enable the City to ensure that the RFQ meets the required criteria. If adequate information is not submitted with the RFQ, it may be rejected. The City will be the sole judge in determining if the item RFQ 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 Submitter is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Submitter 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 RFQ 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 Submitters.

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 Submitter shall enter the correct model number on the Submitter proposal page. In the case of an updated model with new specifications, Submitter shall provide adequate information to allow the City to determine if the model RFQ meets the City's requirements.

1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Submitter'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 Submitter 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 RFQ, 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 RFQ form by the Submitter.

1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for RFQs, 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 Submitter 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 Submitter and return the product at the Submitter's expense.

1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Submitter 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 RFQ specifications.

1.53 CLAIMS

Successful Submitter(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 Submitter shall include a warranty covering Services, parts and/or labor for a specified period of time. The Submitter shall submit information on both manufacturer and dealer warranties, where applicable, with the RFQ. All goods furnished shall be fully guaranteed by the successful Submitter against factory defects and Workmanship. At no expense to the City, the successful Submitter shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the RFQ 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 RFQ may be renewed for the time identified in the RFQ 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 RFQ by the City.

1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this RFQ 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 RFQ. All containers shall be new and suitable for storage or shipment, and the RFQ price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the RFQ 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 Submitter's expense. Each individual sample must be labeled with the Submitter'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 RFQ on a contract to provide any goods or Services to a public entity, may not submit a RFQ on a contract with a public entity for the construction or repair of a public building or public Work, may not submit RFQs 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 RFQ on a contract to provide goods or Services to a public entity, may not submit a RFQ on a contract with a public entity for construction or repair of a public building or public Work, may not submit RFQs 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 RFQs 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 RFQ 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 RFQs will be followed if none of the tied vendors have a drug-free workplace program.

1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Submitters 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 RFQ being declared non-responsive; provided, however, the Submitter that otherwise is the lowest responsive responsible Submitter 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 RFQ that the submission of any RFQ response to this advertised request constitutes a RFQ made under the same terms and conditions, for the same price, to other government agencies if agreeable by the Submitter 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 RFQ 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 RFQ. 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 RFQ. 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 RFQ, the successful Submitter must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.67 CITY WEBSITE

RFQs, addenda, RFQ tabulations, lists of pre-RFQ 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 RFQs; re-advertise this RFQ; postpone or cancel at any time this RFQ process; or, waive any formalities or irregularities in the Bidding process. RFQs that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all RFQs are analyzed, organization(s) submitting RFQs 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 RFQ, 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 RFQ 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 RFQ satisfies the criteria established in this RFQ. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this RFQ 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 RFQ, the Contractor acknowledges that the materials submitted with the RFQ 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 RFQ.

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 Submittal.

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 RFQ 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 RFQ, 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 RFQ; 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 RFQ, 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 it 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 RFQ 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. Submitters must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Submitter or termination of the agreement, removal of the Submitter from the City's Submitter 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 Submitters prior to the opening of RFQs.

Advertisement for RFQs: The public notice inviting the submission of RFQs for the

Work. RFQ: The written offer of a Submitter to provide product or perform Work or service.

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

Submitter: Any individual, firm, partnership or corporation submitting a RFQ in accordance with the Instructions to Submitters.

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

RFQ Form: The form on which RFQs 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 Submitters, RFQ Form, RFQ 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 RFQ 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 RFQ 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 RFQ.

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 RFQ 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 RFQ #IFB-xxxx-20-aa - Investment Banking/Underwriting Services

There are no questions associated with this RFQ.

Overall RFQ Questions

