



**Dowdy Park and Armory Building - Architectural &
Engineering Consulting Services**

Solicitation # RFQ-4635-20-DCM

for

Department of Design and Construction Management

Issue Date: July 21, 2020

Closing Date: August 25, 2020

Pre-Proposal Meeting (mandatory) Date: N/A

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

Hollywood, Florida 33022

ACKNOWLEDGMENT AND SIGNATURE PAGE

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

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

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

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

Company's Internet Web Address: _____

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

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

Type or Print Name: _____

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

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

SUBMISSION

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

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



A.

Bid/Proposal Name: Dowdy Park and Armory Building Improvements

Bid/Proposal Number: RFQ-4635-20-DCM

Bid/Proposal Opening Date: August 25, 2020

Firm Name/Address: _____

Return to:

City of Hollywood, Florida

c/o: Office of City Clerk

2600 Hollywood Blvd., Rm#: 221

Hollywood, Florida 33020

RESPONSE MUST INCLUDE:

One (1) original

Four (4) Copies

One (1) complete electronic copy (CD)

Important Notice:

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

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

CONE OF SILENCE

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

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

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

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

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

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

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

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

Section I – Introduction and Information

1.1 Purpose

The City of Hollywood, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide **Architectural & Engineering Consulting services**, as further described in Section III – Scope of Services. Those firms who are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 Submission Deadline

Sealed responses shall be delivered to the City Clerk's Office, Room 221, during the City's normal business hours in a sealed envelope and addressed to Office of Procurement Services, 2600 Hollywood Blvd, Room 303, Hollywood, FL 33020 (City Hall) no later than date and time indicated, at which time and place the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Hollywood is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m. excluding holidays observed by the City.

1.3 Information and Clarification

For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question / answer feature provided by BidSync. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of BidSync Site). No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of a SOQ will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

1.3 Pre-Proposal Meeting

A Pre-proposal meeting is not currently scheduled for this solicitation.

1.4 BIDSYNC

The City of Hollywood uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BIDSYNC. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for an Offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

1.5 Point of Contact

City of Hollywood,
Ginah Joseph, Purchasing Agent
2600 Hollywood Blvd
Hollywood, FL 33020
E-mail: gijoseph@hollywoodfl.org

Section II – Special Terms and Conditions

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the City utilizing the question / answer feature provided by BIDSYNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q &A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services will be answered within the question / answer feature provided by BIDSYNC and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BIDSYNC as a separate addendum to the Request for Qualifications (RFQ). Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.1.1 The proposed contract shall be for a single contract in accordance with Florida Statute 287.055, "Consultant's Competitive Negotiation Act." The award of a contract does not guarantee the Respondent that work will be assigned in any given fiscal year. Work will be assigned based on availability and the corresponding expertise of the consultant to perform the work.

2.1.2 Before the award of contract, the respondent may be required to demonstrate their capacity, ability, and financial resources, to provide the service as specified herein in a quality manner, and may also be required to show past history and references which will enable the City, to articulate their qualifications. Failure to qualify according to the requirements solicitation overall may result in disqualification of your submittal.

2.2 Changes and Alterations

Consultant may change or withdraw a Statement of Qualifications (SOQ) at any time prior to SOQ submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the SOQ deadline.

2.3 Consultants' Costs

The City shall not be liable for any costs incurred by consultants in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes, Discrepancies, Errors and Omissions

The consultant shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract. Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will not be responsible for any oral instructions, clarifications, or other communications.

2.4.1 The Consultant shall, at all times hereafter, indemnify, hold harmless, and defend the City, its agents, servants, and employees, from and against any claim, demand, judgment, decree, or

cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.

2.4.2 The Consultant shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees. The provisions of this Section shall survive the expiration or earlier termination of this Contract

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

2.5 Acceptance of Responses / Minor Irregularities

2.5.1 The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

2.5.2 The City reserves the right to disqualify Consultant during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.6 Responsiveness

In order to be considered responsive to the solicitation, the firm's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.7 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.8 Minimum Qualifications

The consultant shall have previous design experience in the Site Plan process, exterior and interior renovation of recreational facility projects and in artificial turf installation and/or replacement, in the State of Florida within the last five (5) years. Consultant shall submit proof of experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Consultant; and client's name, address, telephone number and e-mail address.

2.8.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.8.2 Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.9 Contract Term

The initial contract term shall commence upon final execution of the contract by the City and shall expire THREE (3) year and ONE (1) month for a total of 1,125 days from the execution date. , The City reserves the right to extend the contract for two one year periods providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The City reserves the right to award the contract in any combination it determines to in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than one hundred and twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.10 Lobbyist Ordinance

Any consultant submitting a response to this solicitation is responsible for being aware of, and complying with City of Hollywood Ordinance No. 34.02, Lobbying Prohibited. A copy of Ordinance No. 38 may be obtained from the City Clerk's Office on the 3rd floor of City Hall, 2600 Hollywood Blvd, Hollywood, FL, or the ordinance may be viewed on the City's website at <http://www.hollywoodfl.org>. If you have questions concerning whether you may or may not need to comply with said ordinance, please contact the City of Hollywood City Clerk's Office at 954-921-3211.

2.11 Preference for Local Bidders

2.11.1 38.50, Code of Ordinances of the City of Hollywood, provides preference for local bidders For the purpose of this section, unless the context clearly indicates or requires a different meaning, "local Hollywood vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business must be the primary place of business of the entity and may not be a post office box or a personal residence. The business must actually distribute goods or services from the permanent place of business. The business must have a current local business tax receipt from the City of Hollywood and must not be publicly traded.

2.11.2 For the purpose of this section, unless the context clearly indicates or requires a different meaning, "set-aside" shall mean a contract practice restricting eligibility for the competitive award of a contract or other competitive procurement opportunity solely to local Hollywood vendors as defined in § 38.50(A.)

2.12 Protest Procedure

2.12.1 Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the City's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the City's web site at the following link: <http://www.hollywoodfl.org/228/Vendor-Forms-and-Documents>

2.12.2 The complete protest ordinance may be found on the City's web site at the following link: <http://www.hollywoodfl.org/228/Vendor-Forms-and-Documents>

2.13 Sub-Consultants

2.13.1 A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. Consultant must clearly reflect in its SOQ the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

2.13.2 Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFQ, Sub-consultants hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

2.14 Insurance Requirements

2.14.1 Consultant will be required and shall require all of its Sub-Consultants and Sub-Contractors to provide, pay for, and maintain in force at all times during the term of an agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below.

2.14.2 Companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida shall issue such policy or policies. Consultant shall specifically protect City and the City Commission by naming City and the City Commission as additional insured under the Comprehensive Liability Insurance policy hereinafter described.

- a.** Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the Consultant's employees.
- b.** Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and City's Risk Manager. Sub-consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the contract administrator and City's Risk Manager on a task order by task

order basis.

- c. The Consultant shall provide the Risk Manager of the City an original certificate of insurance for policies required by Article 11.10. All certificates shall state that the City shall be given ten (10) days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City, (2) state the effective and expiration dates of the policies, and (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the City may carry in its own name.
- d. Consultant shall as a condition precedent of this Agreement furnish to the City of Hollywood, c/o Office of Procurement Services, 2600 Hollywood Blvd, Room 303, Hollywood, FL 33020, certificate(s) of insurance upon execution of this Agreement which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Commercial General Liability

i. Limits of Liability:

Bodily Injury and Property Damage Liability
Combined Single Limit
Each Occurrence \$1,000,000
General Aggregate Limit \$2,000,000
Personal Injury \$1,000,000
Products/Completed Operations \$1,000,000

ii. Endorsements Required:

City of Hollywood included as an Additional Insured
Employees included as insured
Broad Form Contractual Liability
Waiver of Subrogation
Premises/Operations
Products/Completed Operations
Independent Contractors

Automobile business

i. Limits of Liability:

Bodily Injury and Property Damage Liability
Combined Single Limit \$1,000,000
Any Auto
Including Hired, Borrowed or Non-Owned Autos

ii. Endorsements Required:

Waiver of Subrogation

Workers' Compensation

Limits of Liability: Statutory-State of Florida

Professional Liability/Errors and Omissions Coverage

Combined Single Limit

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000

Deductible not to exceed 10%

Must be in effect for at least five (5) years after Project completion

2.14.3 The above insurance requirements are only required to be carried by the Consultant during the term of the assigned Project and provided upon award of the task order, except for Professional Liability/Errors and Omissions insurance which must be in effect for at least five (5) years after Project completion.

2.14.4 The City is required to be named as additional insured under the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Consultant. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for the work contemplated in an agreement shall be deemed unacceptable, and shall be considered a breach of contract.

2.14.5 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of A. M. Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund. Compliance with the foregoing requirements shall not relieve the Consultant of his liability and obligation under this section or under any other section of this Agreement.

Note: City contract number must appear on each certificate.

2.14.6 The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the project. If insurance certificates are scheduled to expire during the contractual period, the Consultant 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.

2.15 Contract Agreement

Any subsequent contract will be subject to the Agreement included as an attachment and made a part of this Request for Qualifications.

2.16 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The draft agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one Consultant as is in the City's best interest.

2.17 Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement 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 (2016), 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

2.18 Supplier Portal (Oracle) Payment Method

The City of Hollywood has implemented software which contains a supplier portal which allows suppliers to submit and update their information and to sign-up for ACH payments via the supplier portal. New suppliers will be required to register, current suppliers, will need to confirm and update their information.

Firms are completely responsible for ensuring all contact, payment, and general information is updated at all times and will not hold the City liable for any inaccurate information.

2.19 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer 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.

2.20 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:

The Proposer’s response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer’s response to the RFP purporting to require confidentiality of any portion of the Proposer’s response to the RFP, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the RFP constitutes a Trade Secret. The city’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result

of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

2.21 Unauthorized Work

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Consultant(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.22 Prohibition Against Contingent Fees

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not and will not employ or retain any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure an agreement pursuant to this competitive solicitation and that he or she has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of an agreement pursuant to this competitive solicitation.

2.23 Indemnity/Hold Harmless Agreement

The Consultant agrees to protect, defend, indemnify, and hold harmless the City of Hollywood and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process.

Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

2.24 Debarred or Suspended Bidders or Proposers

The bidder or proposer 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.

2.25 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Section III - Scope of Services

3.1 Purpose

The City of Hollywood, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide Architectural & Engineering Consulting services, as further described in Section III – Scope of Services. Those firms who are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

This project is located at 2161 Johnson Street, in the City of Hollywood. The work to be accomplished under this contract includes, but is not limited to, renovation of the Former Armory building to create an indoor sports facility including basketball/batting/cages/soccer goals; ADA compliant restrooms, office space, meeting room, and storage area; exterior landscaping, parking spaces reallocation and connection to Dowdy Field. This project also includes work in the Dowdy Sports Field, specifically replacement of artificial turf field 130 x 100 yds., installation of new artificial turf field and drainage approximately 130 x 60 yds., re-lamp with LED sports lighting, removal of baseball netting , poles, dugout and resurface the parking area.

3.2 Scope of Services

BASIC SERVICES:

The Consultant agrees to provide complete architectural design services set forth in the five phases enumerated hereinafter and in the Florida Building Code, the City of Hollywood, Florida, Code of Ordinances, Florida Department of Transportation regulations and Broward County requirements; including all mechanical, electrical and plumbing engineering design.

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

3.2.1A – Programming, Master Plan, Site Plan and Schematic Design (Phase 1):

- 1) The Consultant shall confer with representatives of the Director of the Department of Design and Construction Management to review and re-establish the Program, consisting of a detailed listing of all functions, scope of work, inventory of existing conditions, project vision, requirements and goals, project limits and uses together with each assignable space, image, theme and design vocabulary.
- 2) The Consultant shall prepare and present, for approval by the City, up to three Master Plan Options, up to three Site Plan options to provide required parking spaces for the Former Armory building proposed use, Design Concept and Schematics Report, comprising the Schematic Design Studies, including an identification of any special requirement affecting the Project, a Project Development Schedule and Statement of Probable Construction Cost (the estimate will be prepared by the CM if part of the project team) as defined below:
 - a. The Schematic Design Studies shall consist of site and floor plans, elevations, sections, etc. as required by the Project Manager and shall show the scale and relationship of the parts and the design concept of the whole.

- b. The Project Development Schedule shall show the proposed completion date of each Phase of the Project through planning, design, permitting, bidding, construction, and proposed completion dates.
 - c. The Statement of Probable Construction Cost (when applicable) shall include a summary of the estimated cost of the mechanical, electrical and plumbing elements, professional fees, construction contingency allowance, escalation factors adjusted to the estimated bid date, movable equipment (if any), contingencies (if any), utility service extensions (if applicable), and funding allocation evaluation comprising a brief description of the basis for estimated costs (similar projects) with square foot costs adjusted to bid date, and a preliminary evaluation of the program and the allocated construction funds in terms of each other.
- 3) The Consultant shall submit three copies of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next step in this Phase until the documents have been approved by the City and an Authorization to Proceed with the next steps in the phase has been issued.
 - 4.) The Consultant shall submit copies as required to obtain plat approval if required, Site Plan approval from the Planning and Zoning Board, and or City Commission if required. The consultant shall make presentations of the project to the General Obligation Bond Advisory Board, Pre-Application Conceptual Oversight Committee, Technical Advisory Committee, Planning and Zoning Board, City Commission and other Public meetings as needed. A minimum of 5 and maximum of 7 such public meetings are anticipated, rendered site plans, elevations, 3D elevations, and color presentations will be required for this phase. The consultant shall make revisions as needed to obtain Site Plan approval and a change of use.
 - 5.) Consultant to record comments and suggestions, prepare meeting minutes, and provide written responses to all comments, including information about why the comment/suggestion was or was not incorporated into the design. These responses will be included in the 60% plans presentation.
 - 6.) Consultant to provide document detailing LEED certification goals and outline of how to achieve desired certification level.
 - 7.) Attendance at bi-weekly design progress meetings will be required. These meetings will be held via conference call unless the City determines that an in-person meeting is required to address a particular concern. No additional compensation will be provided if any meetings are held in person.

3.21.B – Design Development (Phase 2):

Please Note: The City may choose to stop the Design Services at this Stage, and issue a Request for Proposal for Design-Build Services.

- 1) From the approved Schematic Design documents, the Consultant shall prepare and present, for approval by City, an updated project design and permitting schedule, Design Development Documents, comprising the drawings, 3-dimensional renderings, contextual perspective renderings, traffic/drainage studies and

associated comprehensive multi-disciplinary studies, outline specifications and other documents to delineate and describe the size and character of the entire Project as to mechanical, electrical and plumbing engineering design, construction and finish materials and details and other items incidental thereto, feedback and resubmittal to the governing agencies, written responses to concept plan comments and as required by the Project Manager.

- 2) At this presentation the Consultant shall also submit an updated Statement of Probable Construction Cost (which will be prepared by a Construction Manager, if applicable). If the updated Statement of Probable Construction Cost exceeds the total budgeted amount, appropriate cost or scope reduction recommendations must be included.
- 3) The Consultant shall submit three sets of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next Phase until the City has approved the documents.
- 4.) Attendance at 1 GOB advisory Board Meeting, and at least two public meetings will be required, in addition, the preparation and presentation of a PowerPoint presentation including updated renderings and project information shall be included. Consultant must provide written responses to all comments from the initial GOB advisory Board presentation, including information about why the comment/suggestions was or was not incorporated into the design. Consultant to prepare meeting minutes and provide written responses to all comments for every meeting
- 5.) Attendance at bi-weekly design progress meetings. These meetings will be held via conference call unless the City determines that an in-person meeting is required to address a particular concern. No additional compensation will be provided if any meetings are held in-person.
- 6.) All required preliminary submittals for project permitting, including any required permit coordination meetings, plan revisions, and re-submittals.
 - For City of Hollywood permits, DCM will pay through interoffice transfer
 - For outside agencies, the Consultant will pay any review fees and will be reimbursed upon submittal and approval of expense documentation
- 7.) All required Utility Coordination.
- 8.) Value Engineering beginning at 30% plans if construction cost estimate is more than 95% of construction budget.
- 9.) A project-specific MOT and phasing plan for each phase of construction will be included in the project plans beginning with the 60% plan submittal.

3.2.1.C– Construction Documents Development (Phase 3):

From the approved Design Development Documents, the Consultant shall prepare for approval by City, and in accordance with City's format, Final Construction Documents

setting forth in detail the requirements for the construction of the Project in accordance with the Project Manager. The Consultant is responsible for full compliance of the design and the Construction Documents with all applicable codes.

1) 60% Construction Documents Submittal:

The Consultant shall make a 60% Construction Documents submittal, for approval by the City, which shall include:

- a. Three sets of prints of all drawings, specifications, perspective and visual supporting graphic information as required by the Project Manager.
- b. A complete index of every drawing sheet, to become part of the Construction Documents, and the Consultant's evaluation of the individual percentage completion of each sheet.
- c. Preparation of the Specifications, using FDOT Standard Specifications, CSI Standards, including the 16-Division and 3-part Section format developed and recommended by the Construction Specifications Institute or other industry acceptable specification format as approved by the Design and Construction Management Department representative. The 60% construction documents submittal shall include all sections of applicable Divisions "0" (zero) and "1" and at least 50% of the technical specification sections, each of which should be 100% complete. These specifications should not be merely outline specifications as submitted during the Design Development phase.
- d. Coordinating with the Construction Manager, if available, to provide an updated Statement of Probable Construction Cost, as indicated by time factor, changes in requirements, or general market conditions, and an updated Project Development Schedule.

An Authorization to Proceed with the completion of the Design Development Phase will not be issued if the latest Statement of Probable Construction Cost exceeds the Total Authorized Design Value, unless the City increases the Total Authorized Design Value or the Consultant and the City agree on methods of cost reduction sufficient to enable construction within the funds available.

- e. Where applicable, approved additive alternate bid items in the Construction Documents to permit the City to award a Construction Contract within the limit of budgeted amount.

2) The Consultant shall not proceed with further development until approval of the 50% documents is received from the City. The Consultant shall make all changes to the documents and resolve all questions indicated on the documents. The 50% complete Check Set shall be returned to the City.

3) 100% Construction Documents Submittal:

- a. Upon 100% completion of the Construction Documents, the Consultant shall submit to the City three copies each of check sets of the Drawings, Specifications, reports, programs, etc., together with a final, updated Statement of Probable Construction Cost from the Construction Manager, if applicable.
- b. The Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the City. Upon final approval by the City, the Consultant shall furnish one copy of all Drawings and Specifications, along with a reproducible set and an electronic copy to the City without additional charge.
- c. The Consultant shall assist the City in filing the required documents for approval by governmental authorities having jurisdiction over the Project and in obtaining certifications of "permit approval" by reviewing authorities prior to printing of the Bid Documents. The Consultant shall make the original documents or reproducible copies thereof available to the City for reproduction of additional copies as may be required for bidding and/or construction purposes. Facilitating a Public Workshop or a City Commission workshop may also be required.

3.2.1.D– Bidding and Award of Contract:

1) Bid Documents Approvals and Printing:

Upon obtaining all necessary approvals of the Construction Documents, and approval by the City of the latest Statement of Probable Construction Cost, the Consultant shall assist the City, where applicable, in obtaining bids and awarding construction contracts or coordinating with the Construction Manager for same.

The City may have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Consultant.

2) Issuance of Bid Documents, Addenda and bid opening, in situations where projects are to be constructed without the services of a Construction Manager:

- a. The City shall issue the Bid Documents to prospective bidders and keep a complete "List of Bidders". The Advertisement for Bids will instruct the bidders to pick up the Bid Documents at the Office of the Department of Design and Construction Management
- b. The Consultant shall prepare addenda, if any are required, for the City to issue to all prospective bidders. No addendum shall be issued without the City's approval.

- c. The Consultant shall be present at the bid opening, with the City's representatives.
- 3) If the lowest responsive, responsible Base Bid received, or the Construction Manager's Guaranteed Maximum Price (GMP), exceeds the Total Authorized Design Value, the City may:
 - a. Approve the increase in Project cost and award a contract, or
 - b. Reject all bids and rebid the Project, or if a Construction Manager is being utilized, reject the proposed Guaranteed Maximum Price (GMP) and negotiate with another Construction Manager, within a reasonable time with no change in the Project, or
 - c. Direct the Consultant to revise the Project scope or quality, or both, as approved by the City, and rebid the Project, or
 - d. Suspend or abandon the Project.

NOTE: Under item (3)c above the Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the budgeted amount. The providing of such service shall be the limit of the Consultant's responsibility in this regard, and having done so, the Consultant shall be compensated in accordance with this Agreement. The City may recognize exceptional construction market cost fluctuations before exercising option (3)c above.

It is agreed that any "Statement of Probable Construction Cost" or Detailed Cost Estimate prepared by the Consultant or the Construction Manager (if applicable) represents a reasonable estimate of cost in the Consultant's or Construction Manager's best judgment as a professional familiar with the local construction industry, and that neither the Consultant, Construction Manager nor the City, has any control over the cost of labor, materials, and equipment, bidders' methods of determining bid prices, competitive bidding, or market conditions. Therefore, the Consultant cannot and does not guarantee that bids will not vary from the final Statement of Probable Construction Cost or Detailed Cost Estimate prepared by the Consultant or Construction Manager, if applicable.

If the Latest Statement of Probable Construction Cost exceeds the budgeted amount, the Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the City) that will result in bids within the available funds.

Evaluations of the City's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant or Construction Manager (if applicable) represent the Consultant's or Construction Manager's best judgment as a professional familiar with the construction industry. Prior to authorizing the Consultant to proceed with preparation of the Final Design, the City may establish and communicate to the Consultant a maximum sum for the cost of construction of the Project ("Construction Budget"). If the City has not

advertised for bids within ninety (90) days after the Consultant submits the Final Design to the City, the estimate of the cost of construction may be adjusted. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, the City may require the Consultant to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the City if all responsive and responsible bids received exceed the Construction Budget.

3.2.1.E– Administration of the Construction Contract (Phase 4):

- 1) The Construction Phase will begin with the award of the Construction Contract and will end when the City approves the Contractor's final Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract as set forth in the General and Supplementary Conditions of the Construction Contract.
- 2) The Consultant, as the representative of the City during the Construction Phase, shall advise and consult with the City and shall have authority to act on behalf of the City to the extent provided in the General Conditions and the Supplementary Conditions of the Construction Contract.
- 3) The Consultant shall visit the site at least bi-weekly (or as necessary), and at all key construction events, and the Consultant's respective Subconsultants shall visit the site bi-weekly (or as necessary), to ascertain the progress of the Project and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Consultant shall endeavor to guard the City against defects and deficiencies in the work. The Consultant will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in this Agreement.

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

- 4) The Consultant shall furnish the City with a written report of all observations of the work made by the Consultant and the Subconsultants during each visit to the Project. The Consultant shall also note the general status and progress of the work and submit it in a timely manner. The Consultant and the Subconsultants shall ascertain that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings.
- 5) Based on observations at the site and consultation with the Project Manager, the Consultant shall determine the amount due the Contractor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by the Consultant to the City that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated

and the quality of the Work is in accordance with the Contract Documents subject to:

- a. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
- b. The results of any subsequent tests required by the Contract Documents.
- c. Minor deviations from the Contract Documents correctable prior to completion.
- d. Any specific qualifications stated in the Payment Certificate and further that the Contractor is entitled to payment in the amount agreed upon at the requisition site meeting.

By recommending approval of a Payment Certificate, the Consultant shall not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Construction Contract Sum.

- 6) The Consultant shall be an interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the City or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 7) Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the Consultant shall endeavor to secure faithful performance by both the City and the Contractor, and shall not show partiality to either.
- 8) The Consultant shall have authority to recommend rejection of work which does not conform to the Contract Documents. Whenever, in the Consultant's reasonable opinion, it is necessary or advisable to insure compliance with the Contract Documents, the Consultant will have authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated and delivered to the Project, or installed and completed. The Consultant shall provide such normal mechanical, electrical, structural, landscape or other related inspection expertise as necessary to determine compliance with the Construction Contract.
- 9) The Consultant shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. The Consultant shall prepare color boards or illustrative renderings to review the color selections, landscape/lighting/hardscape site furniture, material palette, for all finish materials with the Director of the Department of Design and Construction Management and furnish the approved colors to the Contractor in a timely manner so as not to delay

the construction progress. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Project Manager.

- 10) The Consultant shall initiate Change orders for the City's approval as required by the Consultant's observations, or requested by the City; and review and recommend action on proposed Change Orders within the scope of the Project initiated by others.
- 11) The Consultant shall examine the Work upon receipt of the Contractor's Request for Substantial Completion Inspection of the Project and shall, prior to occupancy, recommend execution of a Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially completed in accordance with the contract requirements. A punch list of any defects and discrepancies in the Work required to be corrected by the Contractor shall be prepared by the Consultant and the Subconsultants in conjunction with representatives of the City, and satisfactory performance obtained thereon before the Consultant recommends execution of a Certificate of Final Acceptance and final payment to the Contractor. The Consultant shall obtain from the Contractor all guarantees, operating and maintenance manuals for equipment, releases of claims and such other documents and certificates as may be required by applicable codes, laws, and the specifications, and deliver them to the City.
- 12) The Consultant shall provide assistance in obtaining the Contractor's compliance with the Contract Documents relative to 1) initial instruction of CITY's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems and 3) final clean-up of the Project.
- 13) The Consultant shall furnish to the City, the original drawings, revised to "as-built" conditions based on information furnished by the Contractor; such drawings shall become the property of the City.
- 14) The consultant shall monitor construction progress of LEED certification plan items; ensure that project is on track and meet all expected LEED requirements. File all expected LEED certification of application documents and remain involved in the LEED process until project received agreed upon level of LEED certification.

Section IV–Submittal Requirements

4.1 Instructions

4.1.1 All proposals must be submitted in a sealed package with the RFQ number, due and open date, and Request for Qualifications (RFQ) title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

4.1.2 THIS IS A PAPER RFQ SUBMITTAL WITH USB. All Statements of Qualifications (SOQs) must be received by the City of Hollywood, in the City Hall-City Clerk Office, 2600 Hollywood Blvd, Room 221, Hollywood Florida, 33020 prior to the date specified. Submittal of response by fax or e-mail will NOT be acceptable.

Proposers must submit an Identified Original and four copies for a total of five, (1) original hard copy and 4 hard copies of your proposal. Proposers must submit proposal on a USB as well. USB copy must match the original hardcopy. In case of any discrepancy between the original hard copies and the USB, the original hard copy prevails. Failure to provide proposals as stated above, may be grounds to find proposers non-responsive.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the firm shall sign the STATEMENT OF QUALIFICATION CERTIFICATION/ or ACKNOWLEDGEMENT FORM. Omission of a signature on that page may result in rejection of your proposal.

Although proposals are accepted 'hard copy', the City of Hollywood uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFQ from BIDSYNC. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for an Offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

4.1.2 Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit responses in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a SOQ. Consultants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

4.1.3 All information submitted by Offeror shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the

City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.

- 4.1.4** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.
- 4.1.5** All responses will become the property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

The following information and documents are required to be provided with Consultants response to this Request for Qualifications (RFQ). Failure to do so may deem your Statements of Qualifications (SOQs) non-responsive.

4.2 Contents of the Statement of Qualification

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than fifty (50) pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled USB in an envelope or paper sleeve. The responses shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

Note: Do not include pricing - Compensation will be requested and considered only during the competitive negotiations process.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the SOQ.

4.2.3 Firm Qualifications and Experience

Respondents are to submit a complete information and documentation that demonstrates their ability to satisfy all of the minimum qualifications and scope of service requirements. Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate business structure, IE: Corp., Partnership, and LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Consultant shall submit proof of experience for a minimum of three (3) projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Consultant; and client's name, address, telephone number and e-mail address.

4.2.4 Organizational Profile and Project Team Qualifications

This section shall include a detailed profile of the organization and identify the project team. Providing this information on an organizational chart is recommended. This section shall also include resumes of the project team. Lastly include details of how each project team member will contribute to the project, in what capacity, and the level of involvement and their expertise. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City.

4.2.5 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project as described in the scope of services, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Provide an overview of your understanding of the City's vulnerability to the effects of climate change and sea level rise and your goal to address resiliency through projects assigned to your firm.

4.2.6 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client Name, address, contact person telephone and current E-mail addresses (E-mail will be primary means of contact).
- Description of work.
- Date project began and completion date. (List whether it was on time and on budget)
- Beginning and ending project budget.
- Number of amendments and change orders.
- List any stop work orders and reasons.

Note: Do not include City of Hollywood work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Hollywood.

4.2.7 Minority (MBE and SBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified MBE, describe your company's previous efforts, as well as planned efforts in meeting MBE procurement goals under Florida Statutes 287.09451.

4.2.8 Sub Consultants

Consultant must clearly identify any sub consultants that may be utilized during the term of this contract. All information requested in sections 4.2.3 through 4.2.8 shall be provided for each proposed sub consultant.

4.2.9 Required Forms (Under Section 6-Required Forms)

a. Drug Free Workplace Program

Complete and attach the Drug Free Workplace form provided herein in Section 6 - Required Forms

b. Certifications Regarding Debarments and Suspensions

Complete and attach the form Debarment form provided herein in Section 6 - Required Forms.

c. Non-Collusion Affidavit

Complete and attach the Non-Collusion form provided herein in Section 6 - Required Forms.

d. References

Complete and attach the References form provided herein in Section 6 - Required Forms.

d. Statement of Qualification Certification

Complete and attach the Statement of Qualification Certification provided herein in Section 6 - Required Forms.

e. Sworn Statement Pursuant to Section 287.133(3)(a)

Complete and attach the Sworn Statement form provided herein in Section 6 - Required Forms.

- 4.3** By submitting a SOQ each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.
- 4.4** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

Section V - Evaluation and Award

5.1 Evaluation Procedure

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the SOQs as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultants' Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its Statement of Qualifications (SOQ) will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The committee shall short list no less than three (3) submittals, assuming that three submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular project. The committee, shall review and evaluate proposals, and may conduct interviews, and/or require oral presentations with all short-listed firms. The committee shall then rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the Request for Qualifications (RFQ), and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings. The City may request and the firm shall provide additional information deemed necessary by the evaluation committee to conduct evaluations.
- 5.1.3** The ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall request the City Commission approve the final ranking and authorize staff to negotiate and execute a contract with the top ranked . If the City is unable to reach an agreement with the top ranked firm, negotiations will be cancelled at the sole discretion of the City. City staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached and a contract awarded.

5.2 Evaluation Criteria

- 5.2.1** Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

5.2.3 Weighted Criteria

<u>Evaluation Criteria</u>	<u>Percentage</u>
Firm Qualifications and Experience	25
Overall approach, similar project experience and project management	

Organizational Profile and Project Team Qualifications	25
Professional experience and qualifications of team members, including standing as State of Florida or Broward County CBE, SBE, MWBE	
Approach to Scope of Work	25
Understanding City's needs, goals and objectives Overview of proposed vision, ideas, and methodology, as it relates to meeting project budget and time-line for completion	
Past performance -References	15
Provide at least three references, preferably from government entities, for completed projects with similar scope contained in this RFQ.	
Value of Past Contract Awards by the City 5-years	5
Volume of work awarded to each firm with the object of equitable distribution among equally qualified firms, provided such does not violate the principle of the selection of the most qualified firm (firms with the highest amount of project with the City will be given less points)	
Location of Consultant Office Managing Project	5
Travel time and overall distance from consultants Office to project site.	

5.3 Contract Award

- 5.3.1** The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.3.2** Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.
- 5.3.3** The City Manager shall appoint a contract administrator or project manager for each contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

Section VI

Required Forms

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

DRUG-FREE WORKPLACE PROGRAM

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

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

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

SIGNATURE

PRINTED NAME

NAME OF COMPANY

RFQ/RFP/ITB Number: _____ Title: _____

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

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

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

RFQ/RFP/ITB Number: _____ Title: _____

NON-COLLUSION AFFIDAVIT

STATE OF: _____

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

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

(SIGNED) _____

Title

Subscribed and sworn to before me this

_____ day of _____, 20____

My commission expires:

RFQ/RFP/ITB Number: _____ Title: _____

REFERENCE QUESTIONNAIRE

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

Giving reference for: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

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

A:

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

A:

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

A:

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

A:

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

A:

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

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

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

A:

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

Name: _____ Title: _____

Signature: _____ Date: _____

STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____

Name/Principal/Project Manager: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FEIN/Tax ID No. _____ Email: _____

Does your firm qualify for MBE or WBE status: MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If submitting your response electronically through BIDSYNC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of five hundred dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

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

Personally known _____

Or produced identification _____ Notary Public-State of _____

_____ my commission expires _____
(Type of identification)

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

RFQ/RFP/ITB Number: _____ Title: _____

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

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

SIGNATURE

PRINTED NAME

COMPANY OF NAME

DATE

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

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

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

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

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

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

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

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

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

Section VII

GENERAL TERM AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1.1 INTENT

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

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

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

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

1.2 PROPOSER'S RESPONSIBILITIES

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

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

1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

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

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

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in

no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

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

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

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

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

1.5 ADDENDA

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

1.6 REJECTION OF PROPOSALS

The City may reject a proposal if:

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

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

1.7 WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

1.8 PROPOSALS TO REMAIN OPEN

All proposals shall remain open for 180 calendar days after the day of the proposal opening, but the City may, in its sole discretion, release any proposal and return the Proposal Security prior to that date. Extensions of time when proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful proposer and the surety, if any, for the successful proposer.

1.9 LATE PROPOSALS OR MODIFICATIONS

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

1.10 CONFLICTS WITHIN THE SOLICITATION

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

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

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

1.12 COMPETENCY OF PROPOSERS

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

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

1.13 QUALIFICATIONS OF PROPOSERS

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

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

1.14 CONSIDERATION OF PROPOSALS

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

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

1.15 AWARD OF CONTRACT

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

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

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

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

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

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

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

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

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

1.17 AGREEMENT

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

1.18 NOTICE TO PROCEED

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

1.19 BID PROTESTS

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

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

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

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

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

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

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall 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, and the City Attorney or designee shall advise the City. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 PREPARATION OF PROPOSALS

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

Requirements for Signing Proposal:

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

1.21 EXAMINATION OF PROPOSAL DOCUMENTS

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

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

1.22 PUBLIC RECORDS LAW

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

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

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed proposals become subject to the public records disclosure

requirements of F.S. Chapter 119, notwithstanding a proposer's request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

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

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

1.23 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020, telephone (954) 921-XXXX.

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 ...@hollywoodfl.org.

1.24 PROPOSALS

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

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

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

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

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

1.26 REJECTION OF PROPOSALS

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

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

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

The foregoing reasons for rejection of proposals are illustrative only and are not intended to be exhaustive.

1.27 OPEN END CONTRACT

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

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

1.28 AUDIT RIGHTS

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

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

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

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this solicitation must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in Section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this contract at the City's option if the proposer is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), 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 (2019), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

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

1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

1.32 COLLUSION

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

1.33 COPELAND "ANTI-KICKBACK"

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

1.34 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the City or proposer 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 that the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the proposer for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.35 PUBLIC ENTITY CRIMES

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

1.36 DRUG-FREE WORKPLACE PROGRAM

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

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

1.38 CONFLICT OF INTEREST

The proposer represents that:

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

There are no undisclosed persons or entities interested with the proposer in this Agreement. This Agreement is entered into by the proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or

of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

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

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

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

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

1.39 DISCRIMINATION

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

1.40 ADVICE OF OMISSION OR MISSTATEMENT

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

1.41 CONFIDENTIAL INFORMATION

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

1.42 GOVERNING LAW

This contract, including appendices, and all matters relating to this contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. This shall apply notwithstanding such factors that include but are not limited to the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

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

1.44 SOVEREIGN IMMUNITY

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

1.45 SURVIVAL

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

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

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

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

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

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

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

1.48 ADVERTISING

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

1.49 DISCLAIMER

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

1.50 TRADEMARKS

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

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

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

1.52 PROPOSAL PREPARATION COSTS

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

1.53 DESIGN COSTS

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

1.54 ADDITIONAL CHARGES

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

1.55 RIGHTS TO PERTINENT MATERIALS

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

1.56 INSURANCE REQUIREMENTS

Upon the City's notification, the proposer shall furnish to the Procurement Services Division Certificates of Insurance and required endorsements that indicate that insurance coverage has been obtained that satisfies the requirements outlined below:

- A. Workers' Compensation Insurance for all employees of the proposer as required by Florida Statute Chapter 440. Should the proposer be exempt from this statute, the proposer and each employee shall hold the City harmless from any injury incurred during performance of the contract. The exempt proposer 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 33020, as the certificate holder, must appear on the certificate of insurance, and all required endorsements must be timely**

provided.

- 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 proposer. All required insurance policies 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 proposer of any liability or obligation under this section or under any other section of this Agreement.

Award of this contract is contingent upon the receipt of the insurance documents, as required, within 15 calendar days after City notification to proposer 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 proposer shall be verbally notified of such deficiency and shall have an additional five calendar days to submit a corrected certificate to the City. If the proposer fails to submit the required insurance documents in the manner prescribed in this Agreement within 20 calendar days after City notification to comply, the proposer 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 30 days' prior written notice has been given to the City. The proposer 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 proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of 30 calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall suspend the proposer 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 30 calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

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

1.57 NATURE OF THE AGREEMENT

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

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

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

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

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

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

1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

The proposer 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 limitation: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

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

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

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 of a contract) and the decision of each with respect to matters within the City Manager's purview shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

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

1.59 MUTUAL OBLIGATIONS

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

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

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

1.60 SUBCONTRACTUAL RELATIONS

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

The proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services that the subproposer is to perform, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the proposer not to award any subcontract to a person, firm or corporation disapproved by the City in the City's sole and absolute discretion.

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

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements established herein, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type that are required to be performed under this Agreement.

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

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

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

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

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

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

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

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

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

1. Stop work on the date specified in the notice (the "Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services; and
5. Take no action that will increase the amounts payable by the City under this Agreement.

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

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

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

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

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

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the proposer's ability to perform the services or any portion thereof, the City may request that the proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the proposer's ability to perform in accordance with the terms of this Agreement.

Until the City receives such assurances, the City may request an adjustment to the compensation received by the proposer for portions of the services which the proposer has not performed. In the event that the proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

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

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

1.64 REMEDIES IN THE EVENT OF DEFAULT

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

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

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

1.65 BANKRUPTCY

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

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

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

1.67 VERBAL INSTRUCTIONS PROCEDURE

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

1.68 E-VERIFY

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

1.69 BUDGETARY CONSTRAINTS

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

1.70 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year, or 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, whichever is less. The yearly increase or decrease in the CPI shall be that latest index published and available 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 90 days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving 30 days written notice to the proposer.