

REQUEST FOR PROPOSALS



RFP 21-15R **PUBLIC ART PROGRAM ADMINISTRATOR SERVICES**

Publish Date:
03/17/2021

All Questions Due:
03/25/2021 by 12:00
NOON

Proposal Due Date and
Time:
04/05/2021 at 3:00 PM

Where to Deliver
Proposals
<https://tamarac.bidsandtenders.org>

City of Tamarac
Purchasing & Contracts Division
7525 NW 88th Avenue
Room 108
(954) 597-3570

On behalf of the
Community Development Department

Date: 03/18/2021

RFP NO. 21-15R

ADVERTISEMENT REQUEST FOR PROPOSALS

RFP 21-15R

PUBLIC ART PROGRAM ADMINISTRATOR SERVICES

ALL QUALIFIED PROPOSERS:

The City's e-Procurement website bidsandtendersTM shall receive sealed Proposals for the above referenced RFP before **3:00 PM EDT local time, Monday, April 5, 2021.** Interested parties shall submit packages electronically to: www.tamarac.org/bids.


ALL QUALIFIED FIRMS:

The City of Tamarac is seeking to engage qualified firms to submit proposals (RFP's) for a firm to provide Public Art Program Administrator Services to manage the City of Tamarac Public Art Program.

The City's solicitation management system will not accept electronic responses after 3:00 p.m. with no exceptions. Any uncertainty regarding the time a submittal is received will be resolved against the submitting vendor. Proposer shall be required to register with bidsandtenders™ at www.tamarac.org/bids to obtain access to the proposal documents and submit their electronic response. Additionally, all written inquiries shall be submitted through bidsandtenders™, and all written addenda shall be communicated through bidsandtenders™ as well. For questions regarding any procurement function of the process, contact the Purchasing & Contracts Division Office at (954) 597-3570. Local Tamarac Vendors, Broward County Certified Business Entities, Minority-Owned, Woman-Owned, Veteran-Owned, and Small Business Enterprises are encouraged to respond to this solicitation.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for RFP's, to award in whole or in part to one or more Proposers or take any other such actions that may be deemed to be in the best interests of the City.

Best Regards,



Purchasing & Contracts Manager

Publish Sun-Sentinel: **03/21/2021**

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REQUEST FOR PROPOSALS
RFP # 21-15R
PUBLIC ART PROGRAM ADMINISTRATOR SERVICES

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I. INTRODUCTION

The City of Tamarac is seeking proposals for a firm to manage and administer the City of Tamarac Public Art program. The Administrator responsibilities will include, but not be limited to review and recommendations for improvements to the current Public Art Master Plan and managing the day-to-day operations of the program including, but not limited to, development of Calls For Artists, daily interactions with potential and existing artists, management of new art piece installations, management of maintenance efforts for the portfolio of public art works, working with the City's Public Art Committee and the City Commission.

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Purchasing at (954) 597-3567 for Keith Glatz, CPPO, Purchasing and Contracts Manager. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

It is preferred that all questions be submitted through the online system "submit a question" link at <https://tamarac.bidsandtenders.org>

III. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

| | |
|---|--------------------------------|
| RFP Document issued | March 18, 2021 |
| Deadline for Written Questions | March 25, 2021 at Noon |
| Deadline for Receipt of Proposals | April 5, 2021 @3:00 PM |
| Evaluation of Proposals | April 6 – April 15, 2021 |
| Presentations by Short-listed Proposers (if applicable) | April 20, 2021 |
| Final Ranking of Firms | April 21, 2021 |
| Anticipated Award by Commission | April 26, 2021 (at the latest) |

All dates are tentative. City reserves the right to change scheduled dates.

IV. INSTRUCTIONS TO OFFERORS FOR REQUESTS FOR PROPOSAL (RFP)

1. AUTHORITY

It is the intent of the City to award the proposal to the responsive proposer providing a response which is most advantageous to the City. This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the [City of Tamarac Charter](#); and Chapter 6 "Finance and Taxation", Article V, the [Tamarac Procurement Code](#).

2. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

"Request for Proposal (RFP)" -- A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

"Offeror" - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.

"Proposer" -- one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.

"Successful Offeror" - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

"City" - the City of Tamarac, a municipal corporation of the State of Florida.

"Proposal Documents" - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

"Contractor" - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

"On-line e-procurement system" -- The City of Tamarac's solicitation management partner "bidsandtenders™"

"bidsandtenders™" -- The City of Tamarac's on-line solicitation management partner and the e-procurement system used by the City. The terms "on-line e-procurement system" and "bidsandtenders™" may be used interchangeably herein.

3. CONFLICTS

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Statement of Work outlined in this proposal, the Special Conditions and/or the Statement of Work shall prevail.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

4.2 The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

5. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS

5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point,

shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

6. INTERPRETATIONS AND ADDENDA

6.1 If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein. Questions received less than ten (10) calendar days prior to the Proposal opening, or the deadline specified by the "Schedule of Events" herein, whichever is sooner, may not be answered.

6.2 Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

7. COSTS AND COMPENSATION

7.1 Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.

7.2 All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.

7.3 The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

8. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

8.1 **Firm Pricing:** Prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

8.2 **Prompt Payment Discounts:** Where applicable, offeror is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

*****IMPORTANT NOTE*****

8.3 **Payments by Electronic Funds Transfer:** ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

9. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

10. PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

11. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.

12. PERFORMANCE BONDS AND INSURANCE

Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) Specified. **NOTE: PERFORMANCE & PAYMENT BONDS WILL NOT BE REQUIRED FOR THIS AGREEMENT.**

13. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted for this proposal. Failure to include a **Narrative Response**, cost proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business or which do not prejudice the rights of other proposers **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.

14. SUBMISSION OF PROPOSALS

The Proposer is directed to deliver sealed proposals online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

14.1 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

14.2 Proposers shall electronically acknowledge the receipt of all addenda.

14.3 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

14.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear in the document.

14.5 **Proposals shall be electronically submitted to the Purchasing and Contracts Division on or before the time indicated in the Request for Proposals via the bidsandtenders™ on-line solicitation system. Proposals will be held on the bidsandtenders™ server as an encrypted document, with no access by the City of Tamarac until immediately following the proposal closing date and time, at which time all responses shall be securely released to the City.**

14.6 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).

14.7 All Proposals received from Offerors in response to the Request for Proposals will become the property of City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

14.8 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

14.9 **Electronic Media Submission:** The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm. Such files should be submitted on-line through the bidsandtenders™ online solicitation system.

15. MODIFICATION AND WITHDRAWAL OF PROPOSALS

15.1 Proposals may be modified or withdrawn electronically and re-submitted through the City's e-procurement system, bidsandtenders™ prior to the proposal due date. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit Proposals for future opportunities.

15.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing and Contracts Division Office, and within five (5)

calendar days thereafter demonstrates to the reasonable satisfaction of 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, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

16. REJECTION OF PROPOSALS

16.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and 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.

16.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

17. QUALIFICATIONS OF PROPOSERS

17.1 Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

17.2 Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.

17.3 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

17.4 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.

17.5 The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.

17.6 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

18. INTERPRETATIONS & ADDENDA

18.1 If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications/Scope of Work errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification through the City's e-procurement system, and should be received by the Purchasing and Contracts Division Office at least seven (7) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein, whichever is the earlier date.

18.2 Questions shall be submitted through the City's online e-procurement system by the due date listed above. All questions shall be

answered in the form of an Addendum. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum with such notice transmitted to all parties recorded by the Purchasing Office as having received the Proposal Documents through our online e-Procurement system. The issuance of a written online addendum shall be the only official method whereby such an interpretation or clarification will be made.

18.3 Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

****** SPECIAL NOTE -- Addendums will only be issued electronically through the City's e-procurement system. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).**

18.4 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 that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are either submitted online through the City's e-procurement system or in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

19. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

20. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded

in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

21. UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

22. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

23. BUDGETARY CONSTRAINTS

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

24. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO

25. CONTINGENT FEES PROHIBITED

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

26. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

27. EVALUATION OF PROPOSALS

27.1 Evaluation Method & Criteria: An Evaluation and Selection Committee will be appointed by the City Manager for each Request for Proposal (RFP) and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

27.2 All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification d/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

27.3 **Proposal Scoring:** The Evaluation and Selection Committee will be responsible for evaluating and assigning scores to each proposer's response based on the specific evaluation criteria established for the proposal. Based on the number of proposals received, the Evaluation Committee may assign an initial score with the intent of short-listing proposers who may be asked to provide an oral presentation to the Committee.

27.4 After presentations, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon completion of oral presentations, the Evaluation Committee reserves the right to make the decision for the final recommendation for award utilizing one of the following scoring methods:

- Use the original criteria-based weighted scoring requiring the Committee to re-score each proposal using the original weighted criteria;
- Addition of an additional scoring component to comparatively score the quality of the proposer's oral presentation; or
- A singular comparative ranking of each finalist whereby the highest ranked firm would be ranked as "#1", or 1st place, the second highest firm would be ranked as "#2", or 2nd place, and so on for each of the finalist firms. The firm ranked as #1 would then be recommended to receive the contract award. Note: This method will be the City's default methodology for final scoring.

27.5 Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

27.6 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful

contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

28. WEIGHTED CRITERIA / BEST VALUE SCORING

28.1 The City's evaluation criteria may include, but shall not be limited to, the criteria shown below. The City may also use a Best Value Scoring as an alternative scoring method. The actual criteria will be provided in the Proposal document. The potential weighted criteria may include the following examples (**See proposal package for Actual Evaluation Criteria.**)

28.2 **Best Value Scoring.** As an alternative to using a weighted criteria, the City may utilize a Best Value Scoring process. The Best Value Scoring will require the Evaluation Committee to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on, for the total number of responses under consideration.

28.3 When specific weighted criteria are included in the City's proposal document, the weighted criteria shall be used for the initial evaluation of proposals for either short-listing, or as the final evaluation method if the number of responses received does not warrant a short-listing cycle. The City may then use a best value ranking for the final ranking of firms after the completion of the evaluation process and/or any oral presentations provided by the short-listed firms. When there is an absence of weighted criteria, the Evaluation Committee will utilize a best value ranking process.

28.4 **Best and Final Offer.** The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

29. ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

1. Acceptable ;
2. Potentially Acceptable – Proposal is reasonably susceptible of being made acceptable; or
3. Unacceptable -- Scoring is below an aggregate score which may be specified in the proposal document, or in the absence of a specific aggregate score, a score lower than 70% of the potential possible points available.

30. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and 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, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

31. AWARD RESERVATIONS

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Tamarac reserves the right to accept the Proposal as a whole, or for any component thereof if it appears to be in the best interest of the City.

32. PREFERENCE FOR TAMARAC LOCAL, CBE AND VETERAN OWNED FIRMS

The City of Tamarac is responsive to our Local Tamarac Vendors (LTV), to the Broward County businesses small businesses who have been certified as a County Business Entity (CBE) and to our Veteran-Owned Small Business Community (VOSB). In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code, authorizes a preference program for firms who are part of

the Local Tamarac Vendor (LTV), Certified Broward County businesses small businesses (CBE) and to our Veteran Community (VOSB). As such, we offer the following incentives on our Request for Proposal (RFP) solicitations in the following preference order:

Preference Process -- Competitive Sealed Proposals (Requests for Proposals): For evaluation purposes, local Tamarac vendors, Broward County CBE and Veteran-Owned Small Business vendors shall receive bonus points above and beyond the evaluation criteria maximum score, unless specifically exempted by the City Manager or the City Commission. Additionally, for purposes of evaluation of a Request for Proposal, a vendor located outside the City of Tamarac limits is equivalent to a Tamarac vendor, and accorded the same preference if its proposal includes the utilization of subcontracts of at least ten percent (10%) of the scope of work provided for in the proposal for an identifiable and verifiable local Tamarac vendor.

Any firm claiming a preference as a Local Tamarac Vendor, or as a Broward County Certified Small Business Vendor -- County Business Entity (CBE), must provide sufficient written proof to support that vendor's claim for granting of the preference as defined in Section 6-146.1 of the Tamarac Procurement Code. Failure to provide such proof will result in that vendor not being given further consideration for the preference being claimed. Recipients may receive credit for either being a Local Tamarac Vendor, a Broward County Small Business Vendor, or a Veteran-owned Small Business, whichever has the higher point value. NOTE: Proposers may be considered for only one (1) of the allowable preference categories. No proposer may accumulate bonus points for multiple categories. (*Example 1: A Local Tamarac vendor who is also a Broward County CBE will only be eligible to receive 5 bonus points. Example 2: A Broward County CBE who is also a Veteran-owned business will only be eligible to receive 2.5 total bonus points.*)

Additional information regarding the City's Local Preference Ordinance, including all exceptions to the program, may be accessed by searching at the following link: https://library.municode.com/fl/tamarac/ordinances/code_of_ordinances?nodeId=958807

- **What is a Local Tamarac Vendor? (LTV) - 5 Bonus Points**

Definition: "Local Tamarac Vendor" (LTV) 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 may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Tamarac. A vendor located outside of the City of Tamarac city limits is considered equivalent to a Tamarac vendor and accorded the same preference if its proposal includes the utilization of subcontracts of at least ten (10) percent of the scope of work provided for in the proposal for identifiable and verifiable local Tamarac Vendor(s) as defined herein.

Prime Contractors who qualify as a Local Tamarac Vendors (LTV) will be eligible for consideration for the LTV preference which will qualify the firm to receive **5 additional bonus points** to be added to the score for each evaluator.

- **What is a County Business Entity (CBE) in Broward County? - 2.5 Bonus Points**

A Broward County Business Entity is a firm that is certified by the Broward County Office of Economic and Small Business Development (OESBD) who can provide proof of that certification to the City as part of any solicitation response. In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code, authorizes a preference program for Local Tamarac Vendors (2.5 points). Firms interested in becoming a Broward County Business Entity (CBE) must be registered and validated by the Broward County Office of Economic and Small Business (OESBD) Development. Interested vendors may obtain more information at:

<http://www.broward.org/EconDev/Pages/localcertificationprograms.aspx>

Only Contractors who are approved by the Broward County Office of Economic and Small Business Development (OESBD) and are included on the Broward County Certified Vendor Directory will be eligible for consideration for the CBE preference which will qualify the firm to receive **2.5 additional bonus points** to be added to the score for each evaluator.

What is a Veteran-Owned Small Business (VOSB)? - 2.5 Bonus Points

A Veteran-Owned Small Business" (VOSB): as specified in U.S. 38 CFR § 74.1, as amended, is a business that is not less than fifty-one (51) percent owned by one or more veterans, or in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for federal business size standard purposes.

Prime contractors who qualify as a Veteran-Owned Small Business (VOSB) will be eligible for consideration for the LTV preference which will qualify the firm to receive **2.5 additional bonus points** to be added to the score for each evaluator.

The order of precedence for preferences is: 1) Local Tamarac Vendor (LTV); 2) Broward County CBE; and 3) Veteran-Owned Small Business (VOSB).

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V. STANDARD TERMS AND CONDITIONS

Our Vision and Mission

Our Vision: *The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.*

Our Mission: *We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that. . .*

Responds to the Customer

Creates and Innovates

Works as a Team

Achieves Results, and

Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

1. STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence

over these Standard Terms and Conditions. If no changes or deletions to the Standard Terms and Conditions are made in the Special Conditions, then the Standard Terms and Conditions shall prevail in their entirety.

2. INSURANCE

2.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

2.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by

the City's Risk Manager before beginning work under this Agreement.

2.3 Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.

2.4 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.

2.5 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Insurance Requirements

Line of Business Coverage

**Commercial General Liability Including:
Limits: \$1,000,000 Per Occurrence/ Aggregate**

Premises / Operations

Contractual Liability

Personal & Advertising injury

Bodily Injury

Independent Contractors

Explosion, Collapse and Underground Hazard

Products / Completed Operation

Broad Form Property Damage

Cross Liability and Severability of Interest Clause

Automobile Liability

Limits: \$1,000,000 Per Occurrence/ Aggregate

**Workers Compensation & Employer's Liability
Statutory**

The City reserves the right to require higher limits or additional coverages depending upon the Statement of Work under this Agreement.

2.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

2.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

2.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.

2.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.

2.10 If the Offeror is required to provide professional services under this Agreement, the evidence of Professional Liability insurance coverage with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate must be provided. "Claims-Made" forms are acceptable only for Professional Liability.

2.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

3. INDEMNIFICATION

3.1 **GENERAL INDEMNIFICATION:** Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or

b). violation of law, statute, ordinance, governmental administration order, rule,

regulation, or infringement of patent rights by Contractor in the performance of the Work; or

c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor

3.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

3.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

3.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

3.5 Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

4. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures

applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

5. TERM / SCHEDULE

5.1 **Contract Term:** The City may require a final term Agreement which shall be in place for a specified timeframe and may additionally provide for one or more renewal options. Such information shall be provided in the Statement of Work herein. When the City utilizes a term Agreement, the successful contractor will be responsible to successfully perform in accordance with the requirements of the Statement of Work for the full term of the Agreement, as well as any agreed upon contract renewals and extensions. In the event that The City is unable to renew or replace an agreement prior to the end of the contract term, the Contractor shall continue to perform under the Agreement on a month-by-month basis at the same terms, conditions and pricing currently in place on the originally scheduled contract completion date, for a period not to exceed three (3) months, or until a new contract is put in place, whichever period is shorter.

5.2 **Project Schedule:** When submitting a proposal for a single project, which will be accepted upon final completion of work, Proposer shall provide City with an estimated number of days and hours anticipated to complete the project. The City reserves the right to consider the acceptability or unacceptability of the Proposer's schedule based upon the needs of the City for the individual project. The City shall be sole judge of the acceptability of a proposed project schedule.

6. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

7. WARRANTIES

7.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

7.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

7.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

7.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

8. CONDITIONS OF MATERIAL

8.1 All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

8.2 Successful Offeror shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and

payment. The warranty period shall commence upon final acceptance of the product.

9. COPYRIGHTS OR PATENT RIGHTS

The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

10. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

11. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

12. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation,

gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

13. TAXES

13.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

13.2 The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

14. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

15. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

16. TERMINATION OF AGREEMENT

16.1 TERMINATION FOR CAUSE AND DEFAULT

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Successful Offeror neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such neglect or failure.

16.2 TERMINATION FOR CONVENIENCE OF CITY

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

16.3 FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17. RECORDS / AUDITS

17.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

17.1.1 Keep and maintain public records required by the City in order to perform the service;

17.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

17.1.3 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 the contract if the contractor does not transfer the records to the City.

17.1.4 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 the 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 the 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.

17.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

18. ASSIGNMENT

Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval. Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

19. EMPLOYEES

19.1 Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

19.2 **Unauthorized Immigrants:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well.

20. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

21. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Proposer must certify that the company is not participating in a boycott of Israel. Proposer must also certify that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Proposer must acknowledge the question regarding the certification herein, that is attached to this proposal document.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the successful Contractor (Contractor) of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active

contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22. E-VERIFY COMPLIANCE

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to

perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

23. PUBLIC RECORDS CUSTODIAN

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, THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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RFP 21-15R

PUBLIC ART PROGRAM ADMINISTRATOR SERVICES

VI STATEMENT OF WORK

1. GENERAL BACKGROUND

The City of Tamarac seeks to identify firms with qualified experience providing Public Art Program Administration per the requirements shown herein.

The City of Tamarac, incorporated in 1963, covers approximately twelve (12) square miles and is located in central Broward County. The municipal limits stretch east to west from just west of Powerline Road near I-95, to the Sawgrass Expressway, and generally north to south from Southgate Boulevard to Commercial Boulevard. The 2010 population estimate was 60,427. With convenient access to Florida's Turnpike, Sawgrass Expressway, and other major thoroughfares as Commercial Boulevard and University Drive, Tamarac has evolved from a retirement community into a place thriving with diversified economic, residential, and recreational activities and opportunities.

Tamarac established a Public Art Committee in 2007. The Committee is responsible for the determination of appropriate public artworks to be placed throughout the community. Funding for the public art program is derived from a 1% surcharge placed on building permit fees issued by the City per established ordinance. The Committee has already been responsible for issuing "Calls to Artists" to provide public art in designated locations throughout the City and has developed a portfolio of artwork with more than twenty (20) pieces. Since 2007, the City has commissioned and placed numerous pieces at City facilities and Parks and most recently at the City's Colony West location. In addition, several projects have been included in the City's Capital Improvement Program for immediate implementation, with at least two (2) other pieces currently pending installation or under contract.

The City has retained a Public Art Program Administrator since 2013.

2. REQUESTED TASKS & DELIVERABLES

2.1 Existing Information

Review the existing Public Art Master Plan and make recommendations as to additions and deletions to ensure a complete updated Public Art Master Plan.

Note: The existing Public Art Master Plan which includes the Public Art Policies and Guidelines is available to be downloaded for no charge at <http://www.tamarac.org/bids.aspx> for Request for Proposal #21-15R.

2.2 Information Gathering

The Successor Proposer shall be responsible to gather information related to the following:

2.2.1 Identify constraints and any associated barriers that may hinder the maintenance and management of the City's public art pieces.

2.2.2 Make recommendations for the maintenance and management of the City's public art pieces including but not limited to cataloguing, overseeing

appraisals and ensuring proper conservation.

2.3 Public Art Policy

- 2.3.1 Partner with the Public Information Office and the Public Art Committee to continuously update the program brochure that will not only increase the community's involvement in the program but also expand the current audience. The Program Administrator shall be responsible for the updates to the brochure and shall provide all written content to the Public Information Office to ensure timely updates. A copy of the current brochure is available to be downloaded for no charge at <http://www.tamarac.org/bids.aspx> for Request for Proposal #21-15R.
- 2.3.2 Hold at least one community meeting while working together with the Public Information Office and Public Art Committee.
- 2.3.3 Develop imagery and provide all written content for the current internet page for the program on the City's website in order to increase awareness through the use of social media.
- 2.3.4 Oversee and coordinate the installation of at least 2 public art projects on an annual basis from developing and advertising the initial Call to Artists to working with City staff and the artist(s) to install the artwork. The work must be done in keeping with the Policies and Guidelines of the Public Art Master Plan.
- 2.3.5 Provide an annual update of the Public Art Program to include pending projects and future projects/ programs to the City Commission in accordance with the Public Art Ordinance.
- 2.3.6 Draft all Calls to Artist and monitor the posting, dissemination and jury of all Calls to ensure full participation of national and local artists.

3. PROGRAM MANAGEMENT

The successful Proposer shall have the following program management responsibilities:

- 3.1** Act as a staff liaison to both the Public Art and Selection Committee. Duties include but are not limited to the following:
 - a. Attend monthly Public Art Committee meetings, community meetings and City Commission meetings and workshops where projects are being discussed.
 - b. Assist in the coordination of monthly Public Art Committee meetings to include the preparation of agendas, Power Point presentations, and minutes.
 - c. Drafting City Commission Agenda items related to policy, budget, selection of artwork, and other items that impact the City's Public Art Program.
 - d. Provide presentations regarding Agenda items to the Tamarac City

Commission, the Public Art Committee or the general public related to the Public Art Program or related to specific art pieces.

- e. Author and prepare Statements of Work and specifications for art-related projects. Provide written drafts of bids, proposals, calls to artists and agreements with artists. Such efforts shall be coordinated with the City's Purchasing and Contracts Manager to maintain consistency with the City's policies, procedures and ordinances, which will be provided to Consultant after award.
- f. Consult with City Departments regarding the integration of public art into capital and construction projects managed by the City, including recommendations of design, development of language for bids and other related tasks managed by the City.

- 3.2** Program Budget: Draft a five (5) year budget for the Public Art Program and present to the Public Art Committee for adoption. Fiscal dates shall be provided by the Public Art Committee.

4. SCHEDULE

The successful Proposer shall provide the City with a schedule of deliverables to ensure the city's project can be completed within a timely manner. The schedule of deliverables shall be incorporated as a part of the Proposer's Narrative Response

5. PROPOSAL REQUIREMENTS

Proposer shall provide as a part of their Proposal Submittal a detailed **Narrative Response** which provides documentation to validate the following minimum requirements as well as to detail the Proposer's proposed Work Plan to perform the services required. The Narrative shall also address the Schedule of Deliverables detailed in Section 4 "SCHEDULE" herein.

5.1 Minimum Qualifications of Proposer & Proof of Experience

Proposer shall demonstrate that it has experience in the administration of a Public Art Program that meet the following criteria:

- a. History:
Successful Proposer shall have a history of continuous, stable operation in administering a public art program for a minimum of three (3) years prior to the submittal date of this proposal.
- b. Experience:
Successful Proposer shall also have extensive experience working with the public sector.

- 5.2** Provide a brief but complete history of your company that includes any and all recent experience within the State of Florida.

- 5.3** Include resumes of key personnel who will actually be assigned to the project and

descriptions of each of their roles shall be included. Please note: The City expects the personnel listed in the Proposal to be those who will actually perform the work. No substitutions shall be permitted except in the most serious circumstances.

5.4 A list of at least three (3) similar projects performed during the last five years which shall include the following information:

- a. Name of the entity for which the work was performed;
- b. Brief description of the scope of the project;
- c. Initial estimate of the project cost (that is, the estimate prior to the bid);
- d. Amount of initial contract award;
- e. Total number and source of change orders to the contract;
- f. Total value of change orders for the project;
- g. Total value of the project.
- h. Name of contact person and their current telephone number who can knowledgeably discuss your firm's role and performance in the project.
Note: references and phone numbers that are out of date, missing, or not available may be considered non-responsive.
- i. Financial statements for your firm's past three (3) years of operation may be requested.
- j. Any other information that is relevant to properly evaluating your firm's qualifications.

6. CONTRACT PERIOD

6.1 The initial contract period shall be for two (2) years beginning upon award at final contract execution and award of the Agreement. The City reserves the right to exercise the option to renew for up to two (2) additional two (2) year periods, for a total contract period not to exceed six (6) years. The City requires a firm price for the initial two (2) year contract period. Renewals will be based on the Successful proposer agreeing to the same terms and conditions and by filing written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the City.

6.2 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 Purchasing and Contracts Manager. The extension period shall not extend for more than ninety (90) 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.

7. INVOICES

Invoices will be submitted for services rendered and expenses incurred. The City will accept invoices no more frequently than one (1) per month. Each invoice shall be accompanied by records fully detailing the amounts stated on the invoice.

All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218

Offers of early payment discounts are encouraged but the amount submitted on the Bid Form shall not reflect the inclusion of any early payment discounts.

8. BUDGETARY CONSTRAINTS & ADDITION OR DELETION OF SERVICES

8.1 MAXIMUM CONTRACT VALUE: The City has a total of \$50,000 per year (\$100,000 for each two (2) year contract term) available to fund this Agreement. The final Agreement as a result of this proposal **may not exceed a maximum total of \$50,000 per fiscal year.** The City's fiscal year begins on October 1st of each year.

8.2 The City reserves the right to add to the services specified in this agreement, or to delete any portion of the resulting Contract, at any time, and if such right is exercised by the City the total fee shall be increased or decreased in the same ratio as the service is to the monthly flat rate quoted by Proposer and accepted by the city.

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

9. INSURANCE REQUIREMENTS

9.1 Vendor agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

9.2 Vendor shall obtain at Vendor's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning work under this Agreement. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk Manager certificates of all insurance required under this section prior to beginning any work under this Agreement. Contractor shall indemnify and save the City harmless from any damage resulting to it for failure of either Contractor or any subcontractor to obtain or maintain such insurance.

9.3 The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this contract:

| Line of Business/ Coverage | Limits | |
|------------------------------|-------------|-------------|
| | Occurrence | Aggregate |
| Commercial General Liability | \$1,000,000 | \$1,000,000 |

Including:
Premises/Operations
Contractual Liability
Personal Injury
Explosion, Collapse, Underground Hazard
Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest Clause

| | | |
|---|--------------------|--------------------|
| Automobile Liability | \$1,000,000 | \$1,000,000 |
| Workers' Compensation & Employer's Liability | Statutory | |

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

9.4 Neither Contractor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Contractor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement. All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation. The Contractor's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Contractor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Contractor shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Contractor purchase a bond to cover the full amount of the deductible or self-insured retention.

VII. PROPOSAL SELECTION & EVALUATION OF PROPOSALS

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents. Price shall not be the sole determining factor for selection, as indicated below.

1. ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
- iii. Unacceptable.

2. EVALUATION METHOD AND CRITERIA

The City Manager shall appoint an evaluation/selection committee that will be responsible for selecting the most qualified firm and then negotiating a contract. The City may request

that Proposers with the highest-ranked submittals make a detailed presentation of their product/service to the Evaluation and Selection Committee.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, City may terminate such negotiations and begin negotiations with the next highest-ranked Proposer. No Proposer shall have any rights against the City arising from such negotiations.

Proposals shall be evaluated in accordance with the weighted criteria listed below:

- a. Compliance with Request for Proposals [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.
- b. Background, education and experience of the firm's staff members who will be assigned to the project; Ability of the consultant to provide all of the expertise necessary to successfully complete the work.
- c. Availability of the proposed staff members; current projected work load of consultant; ability to provide on-site time for meetings, training and cooperative review of work products.
- d. Knowledge of and approach to the proposed work; ability to suggest and apply new technologies or innovative approaches that may either reduce project costs and time frame, or improve the quality of the work products.
- e. Proposer team work history.
- f. Cost/Price: This refers to the proposed contract fee and reimbursement expense budget. (Please note that price is only one factor for consideration of award).
 - i. The offeror shall propose a not-to-exceed amount for complete execution of this project as detailed in the Specifications or Statement of Work herein.
 - ii. If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

3. WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

| CRITERIA | MAXIMUM POINTS |
|---|-------------------------|
| 1. Compliance with Request for Proposal (Mandatory) | N/A |
| 2. Background, Education & Experience of Firm | <u>25 points</u> |
| 3. Availability of the Proposed Staff Members | <u>20 points</u> |
| 4. Knowledge of and Proposed Approach | <u>20 points</u> |
| 5. Consultant Teamwork History | <u>25 points</u> |
| 6. Cost/Price | <u>10 points</u> |

7. Bonus Criteria – Local Preference Consideration (Bonus Points) up to 5 additional points.

The City of Tamarac is responsive to our vendor community and to local Tamarac and small Broward County businesses. In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code authorizes a preference program for Local Tamarac Vendors (5 points) as well as a preference for firms certified by the Broward County Office of Economic and Small Business Development (OESBD) as a Small Business Vendor (2.5 points). Recipients may receive credit for either being a Local Tamarac Vendor or a Broward County Small Business Vendor, whichever has the higher point value.

4. MAXIMUM TECHNICAL POINTS (Up to 105 Points with Bonus Points)

These weighted criteria are provided to assist the Offerors in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general framework for those deliberations.

5. BEST VALUE SCORING

In the event that the City requests and receives Oral Presentations, the final ranking may be determined by the Evaluation Committee utilizing an alternative Best Value Scoring methodology in lieu of weighted criteria. The Best Value Scoring will require the Evaluation Committee to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response when compared to other responses. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on, for the total number of responses under consideration.

Offerors are cautioned to make no assumptions concerning ranking or short-listing unless their proposal has been evaluated as being responsive. Additional information may be required during the review and selection process to clarify the information contained in

Offeror's submittal: Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for Request for Proposals unless clearly and specifically noted in the submitted proposal and confirmed in the contract between the City of Tamarac and the selected firm.

6. DISCUSSIONS & PRESENTATIONS

Short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluating the submittals, and Proposers agree to furnish such information upon the City's request.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted complete with favorable terms and show the Proposers most advantageous solution offered the City.

After presentations, if so requested, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for an award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, City may terminate such negotiations and begin negotiations with the next highest-ranked Proposer. No Proposer shall have any rights against the City arising from such negotiations.

7. AWARD OF AGREEMENT

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth above. The City of Tamarac reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the City.

8. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state, federal laws, and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and 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, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the "Contractor") to provide Public Art Program Administrator Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Invitation for Request for Proposal (RFP) Document # 21-15R, "PUBLIC ART PROGRAM ADMINISTRATOR SERVICES", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between RFP # 21-15R, "Public Art Program Administrator Services" as issued by the City, and the Contractor's Proposal, Invitation for RFP #21-15R as issued by the City shall take precedence over the Contractor's Bid. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

- 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to perform the services required for the locations included in the bid package RFP # 21-15R, PUBLIC ART PROGRAM ADMINISTRATOR SERVICES.
- 2.1.2 Contractor shall furnish all labor, supplies, materials, equipment, tools, service and supervision necessary to properly perform and maintain each City facility in a neat, clean and orderly manner as per the specifications listed within the bid document.
- 2.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work.
- 2.1.4 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3. Insurance

3.3 Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited

to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.4 The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this contract:

| Line of Business/ Coverage | Occurrence Limit | Aggregate Limit |
|--|-------------------|-------------------|
| Commercial General Liability Including: Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products/Completed Operations Broad Form Property Damage Cross Liability and Severability of Interest Clause | \$1,000,000 | \$1,000,000 |
| Automobile Liability | \$1,000,000 Limit | \$1,000,000 Limit |
| Workers' Compensation & Employer's Liability | Statutory | |

3.5 The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

3.6 Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. The City reserves its right to select its own defense counsel. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4. Term of Contract

4.1 The initial contract period shall be for two (2) years beginning upon award at final contract execution and award of the Agreement. The City reserves the right to exercise the option to renew for up to two (2) additional two (2) year periods, for a total contract period not to exceed six (6) years. The City requires a firm price for the initial two (2) year contract period. Renewals will be based on the Successful proposer agreeing to the same terms and conditions and by filing written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the City.

4.2 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 Purchasing and Contracts Manager. The extension period shall not extend for more than ninety (90) 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.

5. Contract Pricing

Pricing under this Agreement shall be based on an hourly rate of XXX Dollars and XX Cents (\$_____); and the total cost shall not exceed XX Dollars and XX Cents (\$_____) for the contract period.

6. Payments

6.1 Payment will be made monthly for work that has been completed and properly invoiced. Invoices must include hourly breakdowns of work performed for various tasks.

6.2 All payments under this Agreement shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7. Indemnification

7.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

7.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this

Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

7.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8. Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

9. Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

10. Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees

that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

11. Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Ottinot Law, PA
5944 Coral Ridge Drive, #201
Coral Springs, FL 33076-3300

CONTRACTOR

12. Termination

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon thirty (30) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

12.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

13. Addition or Deletion of Services & Budgetary Constraints

The City reserves the right to add to the services specified in this agreement, or to delete any portion of the resulting Contract, at any time, and if such right is exercised by the City the total fee shall be increased or decreased in the same ratio as the service is to the monthly flat rate quoted by Proposer and accepted by the city.

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as

required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

14. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

15. Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

16. Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

17. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18. Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

19. No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

20. Uncontrollable Circumstances

Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

In the event that any City facility is closed due to uncontrollable forces as indicated in Section 19 of this Agreement, the Contractor shall not bill the City for the cost of hourly employees who are not working, unless such employees have been tasked to complete maintenance at the facility in an effort to restore the facility to operational status.

21. Scrutinized Companies - 287.135 AND 215.473

21.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

21.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22. Public Records

22.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

22.1.1 Keep and maintain public records required by the City in order to perform the service;

22.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

22.1.3 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 the contract if the contractor does not transfer the records to the City.

22.1.4 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 the 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 the 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.

22.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

23. E-Verify

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the

Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

24. Contingent Fees

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

25. Truth-In-Negotiations Certificate

25.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

25.2 The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

26. Custodian of 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:

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through its Mayor and. (Name of party with whom Agreement is made), signing by and through its -----(President, Owner, C.E.O., etc.) duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

Michael C. Cernech, City Manager

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Date

CONTRACTOR

Company Name

Signature of President/Owner

Type/Print Name of President/Owner

Date

ATTEST:

Jennifer Johnson, CMC. City Clerk

Date

ATTEST:

Signature of Corporate Secretary

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Purchasing and Contracts Division