

DOWNTOWN REDEVELOPMENT



TEMPLE TERRACE
Amazing City. Since 1925.

REQUEST FOR PROPOSAL



The City of Temple Terrace, Florida

REQUEST FOR PROPOSAL

RFP 01-2017

CITY OF TEMPLE TERRACE



REDEVELOPMENT OF DOWNTOWN TEMPLE TERRACE AREA

Temple Terrace, Florida

Release Date: March 27, 2017

Responses Due: May 26, 2017

Responses are to be sent to the following address:

City of Temple Terrace
11250 N. 56th Street
City Clerk's Office
First Floor
Temple Terrace, FL 33617
Attn: City Clerk

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Table of Contents

1. Acknowledgment and Signature Page.....	4
2. Submission.....	5
3. Limits of Communication During Formal Solicitation Process.....	6
4. City Contact Information.....	7
5. Project Overview.....	7
a. The Opportunity and Scope	
b. Redevelopment Vision and Expectation	
c. City Demographic Profile	
d. Site Information and Exhibit	
6. Response Requirements and Selection Process.....	9
7. Selection Process Timeline.....	10
8. Response Envelop.....	11
9. Pre-Response Session and Site Visit.....	11
10. Response Guideline and Format.....	12
11. Table of Content.....	13
Tab I: Executive Summary	
Tab II: Qualifications, Experience, and Declarations	
Tab III: Proposed Development Team	
Tab IV: Proposed Development Plan	
Tab V: Detailed Financial Plan	
Tab VI: Project Management Plan	
Tab VII: Development Timeframe	
Tab VIII: Purchase Price and Tax Revenue	
12. Selection Process.....	17
13. Evaluation Criteria.....	18
14. Presentation Process.....	19
15. Forms.....	20
a. Hold Harmless and Indemnity Clause	
b. Non-Collusion Affidavit	
c. Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes	
d. Certifications Regarding Debarment, Suspension and Other Responsibility Matters	
e. Drug-free Workplace Program	
f. Solicitation, Giving, and Acceptance of Gifts Policy	
16. Other Considerations.....	27
17. General Terms and Conditions.....	28

ACKNOWLEDGMENT AND SIGNATURE PAGE

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

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

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

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

Company's Internet Web Address: _____

Where did you hear about this RFP? _____

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

Respondent's Authorized Representative's Signature:

Date

Type or Print Name: _____

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

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLD HARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE RESPONSE BEING DEEMED NON-RESPONSIVE AND DISQUALIFIED FROM THE AWARD PROCESS.

SUBMISSION

Responses to this Request must be submitted to the City of Temple Terrace, City Hall, City Clerk’s Office, 11250 N. 56th Street, First Floor, Temple Terrace, Florida 33617 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your response to the City:



Response Name: Redevelopment Downtown Temple Terrace
Response Number: RFP-
Response Opening Date:

Firm Name/Address: _____

Return to:
City of Temple Terrace, Florida
c/o: Office of the City Clerk
11250 N. 56th Street, First Floor
Temple Terrace, Florida 33617

RESPONSE MUST INCLUDE:

- One (1) Original**
- Ten (10) Copies**
- One (1) Complete Electronic Copy (CD, DVD, or Flash Drive)**

Important Notice:

The City Manager’s office shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and Respondents relying on other information should do so at their own risk.

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

LIMITS OF COMMUNICATION DURING FORMAL SOLICITATION PROCESS

Cone of Silence - The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular RFP, request for qualification, response or any other competitive solicitation between:

- (A) Any person or person's representative seeking an award from such competitive solicitation; and,
- (B) Any City Council Member or Council Member's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the City Council or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The Cone of Silence shall be in effect as of the date of the issuance of this RFP. The Cone of Silence applies to any person or person's representative who responds to a particular RFP, request for qualification, response or any other competitive solicitation, and shall remain in effect until such response is either rejected by the City or withdrawn by the applicant.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-response conferences, oral presentations before selection committees, and contract negotiations during any public meeting; presentations made to the council or local municipal governing body as applicable, and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council Member, member of a local municipal governing body, mayor or advisory council member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Cone of Silence shall terminate at the time the Council, local municipal governing body, or municipal department authorized to act on behalf of the Council or local municipal governing body as applicable, awards or approves a contract, rejects all responses or responses, or otherwise takes action which ends the solicitation process.

The City does allow Respondents to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees who may be contacted for clarification or additional information are included in the solicitation. In addition, the City has retained the services of Cushman & Wakefield for the purposes of disseminating this RFP and attracting potential Respondents. Communication by and between potential Respondents and representatives of Cushman & Wakefield shall be permitted for the issuance of the RFP through the deadline for submitting responses to the RFP on May 26, 2017 at 4:00 p.m. Respondents shall not be permitted to communicate with representatives of Cushman & Wakefield after the deadline.

CITY CONTACT INFORMATION

All contact for information regarding the solicitation must be addressed to Charles W. Stephenson, City Manager, or to facilitate prompt receipt of questions, an email by be sent to cstephenson@templeterrace.com or to Martin Hudson, Redevelopment Director, at mhudson@templeterrace.com. Over the course of this Request for Proposal (RFP) process, related contact with City staff by a Respondent or his/her agent, other than as provided for in this RFP, will be grounds for automatic disqualification of that Respondent.

Project Overview

The Opportunity and Scope

The City of Temple Terrace is one of the Tampa Bay's premier communities, and its redevelopment area is strategically located near the University of South Florida, Florida College, Telecom Park, Busch Gardens and I-75. The City is located along the beautiful Hillsborough River with a population of approximately 25,000. The City provides its residents with a high quality of life and easy access to the Tampa Bay region and all of its world class amenities.

The City of Temple Terrace is seeking Request for Proposals **to redevelop all or a specific part of its redevelopment owned property**, which is approximately 20 acres of City owned land in its downtown redevelopment area (See Exhibit Site Location Maps). The City of Temple Terrace is looking for a developer(s) that can bring a strong financial plan forward to create a pedestrian mixed use environment in the City's core. The City is looking for developer(s) that can be innovative and capture the unique opportunity to develop an urban district near the University of South Florida, its research park, Florida College, Busch Gardens and the Tampa Bay's medical hub. An important consideration for this project is the ability to balance the community's vision with long term financial stability for the urban core. Area A and B (See Exhibit on page 9) has a mixed use zoning overlay with Area C currently zoned for single family residential. Modifications to the zoning may be considered for selected projects if needed. Respondents are expected to put forward an innovative, mixed-use, market-driven concept that takes full advantage of this excellent location.

Redevelopment Vision and Expectation

The City envisions a project that is woven into the fabric of a thoughtfully enhanced area. The City's concerted efforts thus far have included: downtown masterplan, a new zoning overlay that incentivizes redevelopment, investments into streetscape improvements both on-site and along adjacent corridors and a master storm water system.

Additional elements include:

1. **Catalytic and Appropriateness** – Creates an urban and/or mixed-use project in downtown Temple Terrace that capitalizes on its prominent urban location, proximity to major regional assets and visibility along an important corridor. The redevelopment of the site should stimulate additional area redevelopment and maximize its symbiotic relationship with the surrounding neighborhood and future potential uses.
2. **Viability, Buildability, and Achievability** – While the existing and purposed zoning of the sites provide a broad framework and is intended to have the requisite latitude to support a host of uses, redevelopment should

be market-driven, financially feasible, and able to be initiated and completed within a reasonable time period acceptable to the City.

3. **Community Benefits and Support** – The redevelopment of the site should have a positive benefit to the overall community.

4. **Job Creation** – The redevelopment of the project site should create economic opportunities through employment opportunities for Temple Terrace residents and businesses.

5. **Quality Architecture** – Responses should provide an innovative, high quality design that is aesthetically appealing. The form and design should create functional and vibrant spaces.

For additional Information (including the Master Plan, Marketing Material and Zoning) please visit:

<http://www.templeterrace.com/193/Redevelopment>

City Demographic Profile

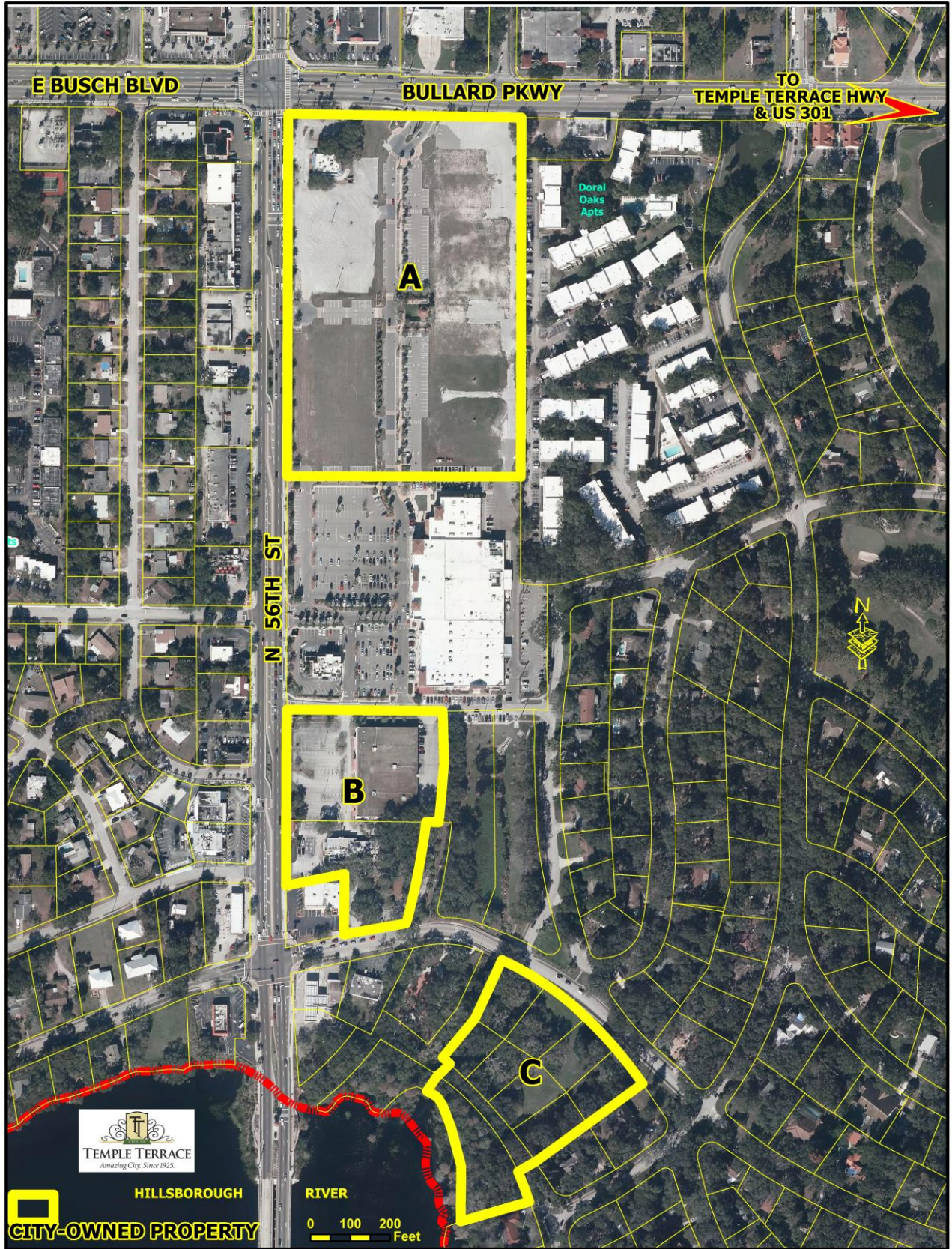
Population	Population Growth	High School Graduate or Higher	Bachelor's Degree or Higher	Median Household Income	Population Per Square Mile
25,731	5.0%	93.4%	43%	\$51,984	3,584.2

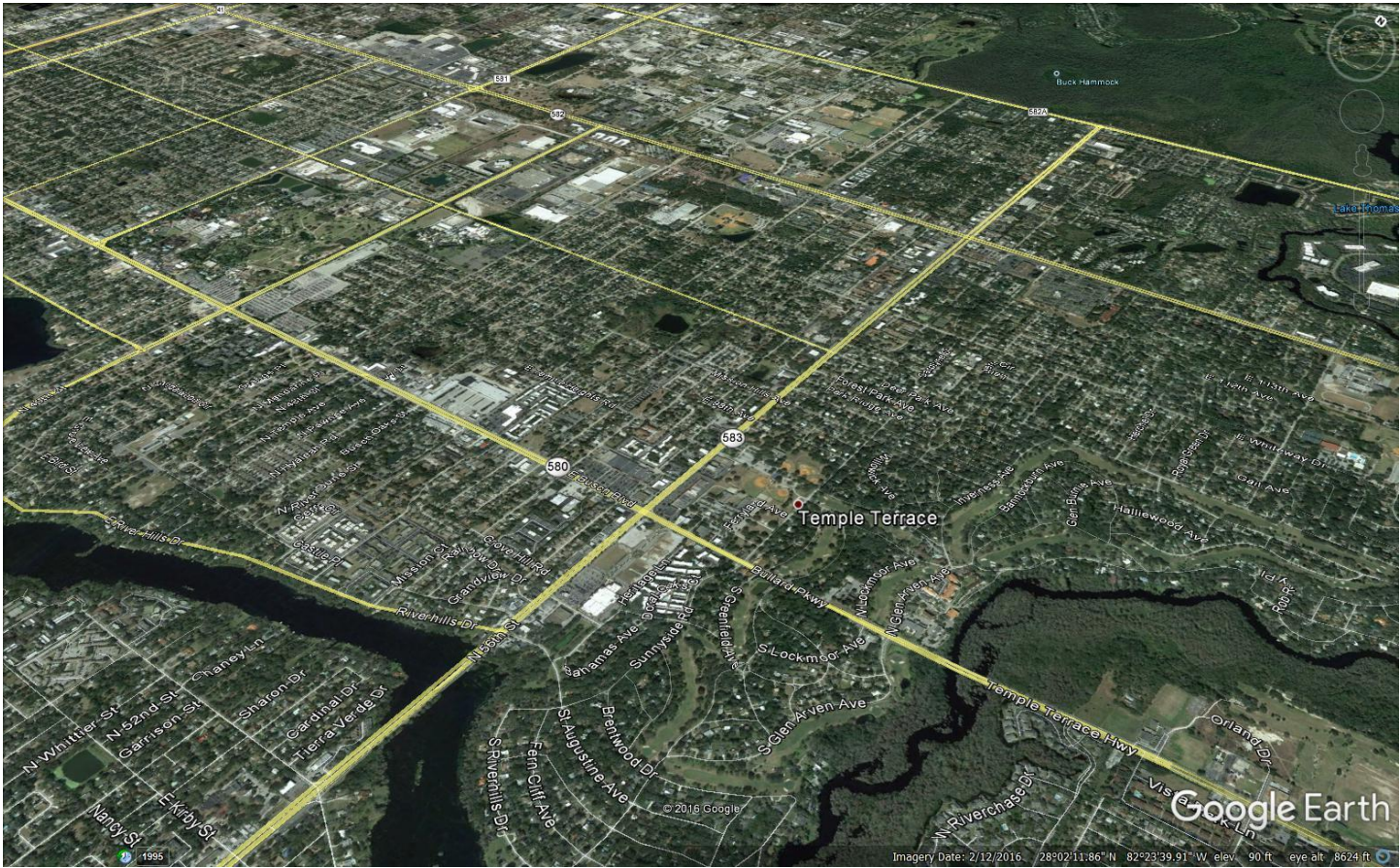
Site Information

The Site is generally bounded by North 56th Street to the west and Bullard Parkway to the north. It consists of approximately 20 total acres. The site processes a master drainage system, paved streets laid out in block fashion, a central park feature with a pavilion structure, surface parking is established on the existing street system.

Both adjacent commercial corridors have in place improved streetscape consisting of enlarged paver walks and amenities such as enhanced landscaping, seating, and lighting.

EXHIBIT SITE LOCATION(S)





RESPONSE REQUIREMENTS AND SELECTION PROCESS

The City is releasing this Request for Proposals (RFP) which will be posted on the City’s website: <http://www.templeterrace.com> under “Redevelopment.”

The City will determine, in its sole discretion, whether each response received is responsive to the RFP and acceptable. The decision of the City in this regard is final and any determination on non-responsiveness will be explained to the applicable Respondent upon request. Responses that do not meet the following requirements may be deemed “Non-Responsive” and may not be considered for selection.

All responses shall be submitted to the Office of the City Clerk, City of Temple Terrace, City Hall, 11250 N.56th Street, First Floor, Temple Terrace, FL 33617, and plainly marked on the outside of the envelope **using the label available on page five of this document.**

SELECTION PROCESS TIMELINE

The City will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at the City’s sole discretion. Any changes in dates will be updated on the City’s website and included as an addendum.

1. Issuance of RFP	March 27, 2017
2. Question and Answer Deadline (answered at pre-response conference and online)	April 24, 2017
3. Pre-Response Conference and Site Visit – Information Session	May 1, 2017
4. RFP Submission Deadline	May 26, 2017 (4:00 P.M. Eastern Standard Time)
5. Submission reviewed and ranked according to scoring criteria by Evaluation Committee	Week of June 5, 2017
6. Evaluation Committee Recommendation Presented to TTRA	June 20, 2017
7. TTRA Creates Short List and Schedules Interviews with Selected Respondents	Week of June 26, 2017
8. Invitation by the Redevelopment Agency to Present Oral Presentations to the City Council	Week of July 10, 2017

RESPONSE ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP: RFP 01-2017

TO BE OPENED: 5/30/17 at 9:00 am in the City Council Chambers

ADDRESSED TO: CITY OF TEMPLE TERRACE

OFFICE OF THE CITY CLERK

11250 N. 56TH STREET, FIRST FLOOR

TEMPLE TERRACE, FL 33617

ONE (1) ORIGINAL, CLEARLY IDENTIFIED, TEN (10) COPIES, AND ONE (1) ELECTRONIC COPY SUBMITTED AS A SINGLE PDF FILE (CD, DVD, OR FLASH DRIVE) OF YOUR RESPONSE MUST BE SUBMITTED AT OR BEFORE TIME OF RESPONSE OPENING.

PRE-RESPONSE INFORMATION SESSION AND SITE VISIT

The City will conduct an information session at City Hall, 11250 N. 56th Street, on May 1, 2017 at 1:00 pm in the City Council Chambers located on the first floor of City Hall. This session is recommended, but it is **not** mandatory.

Prospective Respondents should RSVP to the City Manager or the Redevelopment Director no later than two (2) days prior to the information session and site visit with the name, organization, phone number, and email address of the attendee.

RESPONSE GUIDELINES AND FORMAT

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. Responses must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Responses submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The responses shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed projects. Responses are accepted at any time before the deadline and at the address indicated. Responses shall not be submitted by facsimile or email and responses submitted after the response deadline will be rejected.

Format:

All responses must meet the following format requirements:

- Responses shall be submitted in 12-point Garamond type format
- Responses shall be prepared on 8 ½” by 11” letter-sized paper, bound length-wise, with tabs to separate sections. Graphic display pages may be fold-out 11”x17” format.
- Responses must respond to each RFP item in the order outlined below in the “Response Contents” section.
- Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed a total of fifty pages, including appendices, on twenty-five sheets of double-sided paper.
- Pages in each individual tab shall be numbered.

Response Contents:

The response must include the following information:

A. Cover Page

The cover page should include the following information:

- Title of RFP
- Respondent/Name of Firm
- Contact Person
- Business Address
- Business Phone
- Facsimile
- Email Address

Any further correspondence by the City to the Respondent, for the purposes of this RFP, will be addressed to the Respondent’s Contact Person at the address, phone number, facsimile, and email address submitted by the Respondent in this section.

B. Table of Contents

The Table of Contents should outline, in sequential order, the major areas of the response. All pages of the response, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents. The Table of Contents should include the following individual tabs:

- I. Executive Summary
- II. Qualifications, Experience, and Declarations
- III. Proposed Development Team
- IV. Proposed Development Plan
- V. Detailed Financial Plan
- VI. Project Management Plan
- VII. Development Timeframe
- VIII. Purchase Price and Tax Revenue

The specific requirement for the content is described below:

I. **Executive Summary (Maximum Pages: 2)**

Provide a concise summary and narrative of the overall response. Present in brief, concise terms, a summary description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the respondent, their title(s), address(es), and telephone and fax number(s). The summary must declare that the response is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

II. **Qualifications, Experience, and Declarations (Maximum Pages: 5)**

Provide a detailed narrative statement describing the previous experience of the Respondent and Principal Project Team Members, especially in regard to projects that are relevant to the development response. Emphasize aspects in which the Respondent's qualifications are believed to be exceptional or unique.

Provide a list of examples of relevant projects undertaken by the Respondent including type of development, development cost, when completed, and identification of the project manager.

III. **Proposed Development Team (Maximum Pages: 5)**

1. State the members of the development team, including the developer, management company, architect, engineering firm, financial partner(s), (if any), consultants and other key members to the development operation of the project.
2. Specify which members of the development team will have an ownership position in the development entity and their ownership in that entity. If any principal(s) of the proposing development entity (any team member with

an equity ownership in the entity) are involved in ownership, acquisition, development, or management (either currently or prospectively) of a comparable project in Florida, specify the nature of Respondent's involvement, the nature and location of the project, and the relationship of that project to the present response in terms of competitive or complementary impact, and especially if the advancement of one proposed project would impact involvement with the other. This includes the proposed submission of competitive funding applications.

3. Describe the Contracting Entity the Respondent anticipates would contract with the City. The Contracting Entity must be organized and in good standing under the laws of the State of Florida prior to entering into contracts with the City.

IV. Proposed Development Plan (Maximum Pages: 5)

1. Indicate the specific area that is proposed to be developed. Developers are encouraged to assess the real estate market along the corridor and consider potential land assemblage, joint ventures, or tandem developments. It is the responsibility of the developer to reach out to property owners and conduct due diligence. If land assemblage or other parcels will be included in the response, please submit the following: specify the address/location, land area, and nature of site control/level of commitment of such adjacent property to be included in the project and provide evidence of such commitment.
2. Identify the proposed uses and the gross and net square feet, in total, for each proposed use. Provide details on other relevant program characteristics such as public amenities, office or multi-purpose space, parking spaces, and recreational and other green space. Based on type of proposed use, summarize the target markets, price points, potential or committed tenants (provide letters of interest or commitment) and any other information that would give the City a true understanding of the character of the project and the economic impact.
3. If the project is to be developed in more than one structure and/or in more than one phase, specify what precedent conditions must be in place to proceed to the next phase and provide the above information for each structure and/or phase.
4. Preliminary Design will include a conceptual site plan and building elevations (color recommended). Identify any applicable phasing on the drawings. A written description of the proposed development project that included proposed uses and related density.
 - a. Describe the utilization of the site, and if all or only a portion of the site will be incorporated.
 - b. Describe how the project will exist in context with adjacent buildings, public amenities, and other areas.
5. The City of Temple Terrace supports projects that promote sustainable design principals, as defined by the United States Green Building Council (USGBC), through Leadership in Energy and Environmental Design (LEED) and promoting physical activity and health through active design guidelines. Please outline if the project will incorporated any of these concepts.
6. The submittal must include a zoning analysis establishing that the response conforms with zoning and land use or any proposed rezoning action anticipated to be necessary to construct the project.

7. The City of Temple Terrace recognizes the importance of creating employment opportunities for persons to enable them to participate in the City's economic growth. If a Respondent is proposing development of the site, it is encouraged to make good faith efforts to achieve the hiring and workforce development goals to create jobs.
8. Provide a schedule, including Phasing, if applicable, with major milestones that address all stages of planning, entitlements, design, plan review, permits, construction and occupancy. Respondents should commit to a reasonable project timeframe.
9. Identify marketing, financing and construction, and contingencies that could impact the development schedule.

V. Detailed Financial Plan (Maximum Pages: 5)

1. In order to fairly assess the capacity of each Respondent to complete the development project, current Financial Statements must be submitted on behalf of the Respondent, (or owner-corporations of the Respondent, if applicable), and any person or business entity guaranteeing the performance of the Respondent.

Each Respondent must attach financial statements for the most recent Fiscal Year end, prepared in accordance with generally accepted accounting principles.

- Provide clear and compelling information to demonstrate the Respondent's financial capacity to execute and complete the project successfully.
- Describe a clear strategy to fund all project costs.
- Specify and clearly describe all sources, types and amounts of equity, financing, grants, and other funding sources for the proposed project.
- Provide documentation from potential lenders of interest in the property.
- Cite other projects in which the proposed equity/financing/granting entities have successfully worked with the Respondent.
- Provide evidence of a history of project financing for prior projects.
- If tax credits are part of the proposed financing plan, provide evidence of experience in applying for and being awarded tax credits.

Respondents who wish to protect the confidentiality of the financial documents may include two (2) sets of the required documents in a separately marked and sealed envelope. Financial documents may be reviewed by the City's Finance Director and by a third party financial consultant engaged by the City. To the extent permitted by Florida law, the Financial Statements will be treated as exempt from disclosure under Florida Statutes Sections 119.071(1)(c).

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

2. If a project is to be developed in more than one phase, clearly present the above information for each independent phase and aggregate for the total project.

VI. Project Management Plan (Maximum Pages: 5)

Responses should provide sufficient detail to understand the identity and role of all parties that will be responsible for operating the project before, during, and after construction. The response should clearly indicate the expected ongoing responsibilities of the City, if any.

VII. Development Timeframe (Maximum Pages: 5)

The Respondent must submit a development timeline (subdivided into phases, if necessary), identifying the estimated length of time to reach key milestones, including: commencement and completion of design; financing; commencement and completion of construction; potential tenants; and operational stabilization for each component of the development program. Any contingencies that may affect this timeline should be identified.

VIII. Purchase Price and Tax Revenue (Maximum Pages: 5)

If the Respondent wishes to purchase the property, a purchase price offer must be expressed in a fixed, non-contingent dollar amount to be paid at closing. Under a purchase scenario, the transfer of title will be by special warranty deed at the closing. Regarding the condition of the property, the purchaser must be willing to accept the property on an “as is” and “where is” basis, with all faults and subject to any and all latent defects.

If the Respondent wishes to provide alternative means of acquisition of the property, the Respondent shall clearly describe in detail this means of acquisition.

Selection process

Evaluation of all responses will be performed by an evaluation committee assembled by the City Manager. The Evaluation Committee will conduct a preliminary review and scoring of all responses to this RFP delivered by the established deadline.

No further information shall be accepted after the deadline except that which may be requested by the City, or required as part of an oral presentation. There will be no communication with parties other than those specifically noted herein, and such communication will be exclusively for clarification regarding procedures and objectives. In addition, no communications may be initiated by a Respondent to any member of City Council, the Mayor, or persons involved in evaluating or considering the proposals prior to the time an award decision has been made. Communication with any parties for any purposes other than those expressly described here may cause an individual or firm to be disqualified immediately from participating in the development solicitation.

The Committee will evaluate the Respondents according to their submitted responses and will score each submittal according to the evaluation criteria listed below. Following the preliminary review and scoring of submissions, the ranked Respondents will be recommended to the Temple Terrace Redevelopment Agency to make oral presentations of their responses. The Evaluation Committee shall review each submittal for responsiveness to the requirements described in the RFP. The Committee shall rank each response according to the RFP requirements and shall deliver to the City Manager a ranking of all Respondents to the RFP. The City Manager, acting as the Temple Terrace Redevelopment Agency Executive Director, shall present to the Temple Terrace Redevelopment Agency the ranking summarized for review and evaluation. The Temple Terrace Redevelopment Agency shall discuss the ranking and shall create at its own

discretion a short-list of Respondents that it has determined would provide the most attractive proposal for development of the property in the best interest of the City of Temple Terrace. Resulting from the short-list created, the Temple Terrace Redevelopment Agency shall schedule and conduct interviews as it deems appropriate with those Respondents selected from the ranking provided by the Evaluation Committee. The Temple Terrace Redevelopment Agency is not obligated by any means to interview every Respondent to the RFP. In accordance with the applicable City of Temple Terrace Code of Ordinances, the Temple Terrace Redevelopment Agency shall make a recommendation to the City Council as to which Respondents should proceed to City Council presentations. The City Council, upon review, shall make the final determination as to which Respondent(s) will be awarded development rights. The City Council shall be entitled to interview any Respondent recommended or not recommended by the Temple Terrace Redevelopment Agency.

Neither the Temple Terrace Redevelopment Agency nor the City Council shall be liable for any costs incurred by a Respondent in the preparation of a response or the cost associated with the preparation and delivery of interviews. Therefore, all Respondents are encouraged to provide simple, straightforward, and concise descriptions of their abilities to meet the project requirements.

Evaluation Criteria

An Evaluation Committee will review and rank the submissions received by the deadline. No further information shall be accepted after the deadline except that which may be requested by the City, or required as part of an oral presentation. There will be no communication with parties other than those specifically noted herein, and such communication will be exclusively for clarification regarding procedures and objectives. In addition, no communications may be initiated by a Respondent to any member of City Council, the Mayor, or persons involved in evaluating or considering the responses prior to the time an award decision has been made. Communication with any parties for any purposes other than those expressly described here may cause an individual or firm to be disqualified immediately from participating in the development solicitation.

Responses will be evaluated and scored using the criteria listed below. The Evaluation Committee will assign a point value to each criteria listed below by assigning a value of up to ten (10) being the highest score possible score to zero (0) being the lowest possible score. Scores for all Respondents shall be tallied and tabled from the highest score to the lowest score and presented to the Temple Terrace Redevelopment Agency. The items to be considered during the evaluation and their associated point values are as follows:

I	Executive Summary	0 Points
II	Qualifications, Experience, and Declarations:	Up to 10 Points
III	Development Team:	Up to 10 Points
IV	Development Plan:	Up to 10 Points
V	Financial Plan:	Up to 10 Points
VI	Management Plan:	Up to 10 Points
VII	Development Timeframe:	Up to 10 Points
VIII	Purchase Price and Tax Revenue:	Up to 10 Points
	MAXIMUM TOTAL POINTS:	70 Points

Presentation Process

Resulting from the short-list created, the Temple Terrace Redevelopment Agency shall schedule and conduct interviews as it deems appropriate with those Respondents selected from the ranking provided by the Evaluation Committee. The Temple Terrace Redevelopment Agency is not obligated by any means to interview every Respondent to the RFP. In accordance with the applicable City of Temple Terrace Code of Ordinances, the Temple Terrace Redevelopment Agency shall by invitation recommend to the City Council as to which respondents should proceed to the City Council with oral presentations of their responses. The City Council, upon review, shall make the final determination as to which Respondent will be awarded development rights. The City Council shall be entitled to interview any Respondent recommended or not recommended by the Temple Terrace Redevelopment Agency.

FORMS

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

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

SIGNATURE

PRINTED NAME

COMPANY OF NAME

DATE

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

NON-COLLUSION AFFIDAVIT

STATE OF: _____

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

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

(SIGNED) _____
Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

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

Personally known _____

Or produced identification _____ Notary Public-State of _____

_____ my Council expires _____
(Type of identification)

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

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

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Respondent certifies that it and its principals:

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

Respondent Name and Address:

Respondent Number and/or Project Name:

Respondent IRS/Respondent Number: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

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

DRUG-FREE WORKPLACE PROGRAM

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

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

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

RESPONDENT'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

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

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

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

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

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

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

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

OTHER CONSIDERATIONS

1. The City reserves the right to approve substitutions for assigned personnel proposed for this engagement at its sole discretion.
2. No oral change or interpretation of the provisions contained in this Request for Response is valid whether issued at a pre-response conference or otherwise. Written addenda will be issued and posted on the City's website when changes, clarifications, or amendments to Response Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
3. All materials submitted in response to the RFP become the property of the City of Temple Terrace and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the response does not affect this right, provided however, that any response that has been submitted to the City Clerk's Office may be withdrawn prior to response opening time stated herein, upon proper identification and signature releasing Response Documents back to Respondent.
4. After initial review of the responses, the Evaluation Committee may invite any Respondent for an interview to answer questions and/or discuss the response and meet his/her representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the response.
5. The City reserves the right to determine, at its sole discretion, whether any aspect of a response satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting responses and reserves the right to reject any or all responses with or without cause. The City also reserves the right to waive minor technical defects or irregularities in a response. In the event that this Request for Proposals is withdrawn by the City for any reason, the City shall have no liability to any Respondent for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a response shall be borne by the Respondent.
6. Neither the Temple Terrace Redevelopment Agency nor the City Council shall be liable for any costs incurred by a Respondent in the preparation of a response or the cost associated with the preparation and delivery of interviews. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

1.0 GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified Respondents. All Respondents regularly engaged in the type of work specified in the RFP are encouraged to submit proposals.

It is the intent of the City of Temple Terrace, FL (“the City”), through this RFP and the contract conditions contained herein, to establish clarity regarding the requirements of both parties to the agreement resulting from this request for proposals. The contract conditions included herein are not comprehensive, and any successful Respondent will be required to enter into a Development Agreement with the City containing terms that are acceptable to the City.

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

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

1.2 RESPONDENT'S RESPONSIBILITIES

Respondents are required to submit their responses upon the following express conditions:

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

1.3 PREPARATION OF RESPONSES

Responses will be prepared in accordance with the following:

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

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

1.4 ADDENDA

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

1.5 REJECTION OF RESPONSES

The City may reject a response if:

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

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

1.6 WITHDRAWAL OF RESPONSES

- A. Responses may not be withdrawn and shall be deemed enforceable for a period of specified days after the time set for the RFP opening.
- B. Responses may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.

1.7 RESPONSES TO REMAIN OPEN

All Responses shall remain open for the specified calendar days, but the City may, at its sole discretion, release any Response prior to that date.

Extensions of time when Responses shall remain open beyond the specified day period may be made only by the City. This notification will be made on the City's website as specified in the document.

1.8 LATE RESPONSES OR MODIFICATIONS

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

1.9 CONFLICTS WITHIN THE SOLICITATION

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

1.10 CLARIFICATION OR OBJECTION TO RESPONSE SPECIFICATIONS

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

1.11 COMPETENCY OF RESPONDENTS

The City reserves the right to a Pre-award inspection of the Respondent's prior to the award of a contract. Responses will be considered only from firms which are regularly engaged in the business of providing development services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated.

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

1.12 QUALIFICATIONS OF RESPONDENTS

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

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

1.13 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Respondent whom the City determines will be in the best interests of the City and not necessarily the Respondent receiving the highest ranking. Respondents may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to the TTRA with a recommendation to the City Council, in accordance with the applicable City of Temple Terrace Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firms. The successful Respondent shall be required to sign a negotiated contract; the refusal or failure of a successful Respondent to execute a contract which contains, among other terms, the mandatory material terms and conditions contained in the RFP, may be grounds for deeming the Respondent and/or the Respondent's response non-responsive.

1.14 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

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

Failure to include in the response all information outlined herein may be cause for rejection of the response.

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

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

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

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

1.15 AGREEMENT

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

1.16 NOTICE TO PROCEED

A signed executed agreement will be the Respondent's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.17 RESPONSE PROTESTS

The resolution of any protests regarding the decision to award a contract hereunder shall be in accordance with the procedures established herein.

- A. Filing. Any person who is affected adversely by the City's intended decision to award a contract, e.g. a "Protesting Respondent," may file with the City Manager a written notice of protest within seventy-two (72) hours of the date that the written notice of intent is posted and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity, the facts and law upon which the protest is based. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute an absolute waiver of the aggrieved party's right to contest the City's decision to award the contract and all further proceedings.
- B. Hearing. If a protest is not withdrawn, the City Manager shall hold a hearing within fourteen (14) days of receipt of a formal written protest. Notice of such hearing shall be provided to the protesting bidder as well as every other proposer that submitted a bid to the City, and shall be sent via U.S. Mail not less than seven (7) business days prior to the date of the hearing. Participants at the hearing may include the protesting bidder, the responsible bidder selected by the City, and the City's representative. The protesting bidder's failure to appear at the hearing shall constitute a withdrawal of the formal protest and an absolute waiver by the protesting bidder of his or her right to contest the City's decision to award the contract. The Hearing shall be conducted utilizing principles of fundamental fairness to all participants.
- C. The City Manager may:
 1. Receive testimony under oath;
 2. Receive relevant evidence;
 3. Regulate the course of the hearing, including any prehearing matters;

4. Prepare a written recommendation for City Council's consideration;
 5. Make or receive offers of settlement, stipulation, and adjustment, subject to approval by City Council.
- D. The City Manager shall, within five (5) days after the hearing, file with the City Clerk and provide to the City Council a written recommendation which shall include the time and place of the hearing, appearances of persons who participated at the hearing, statement of the issues, findings of fact and a recommendation for final City Council action.
- E. The City Council shall consider and take action on the City Manager's recommended order at its next regularly scheduled meeting.

1.18 PREPARATION OF RESPONSES

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

Requirements for Signing Response

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

1.19 EXAMINATION OF RESPONSE DOCUMENTS

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

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

1.20 PUBLIC RECORDS LAW

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

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

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Responses become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a Respondents' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the response opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure. Data processing software

obtained under a licensing agreement which prohibits its disclosure may also exempt.

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

1.21 INFORMATION

Further information, if desired, may be obtained from the City Manager's office, 11250 N. 56th Street, 2nd Floor, Temple Terrace, Florida 33617, telephone (813) 506-6400.

Questions or requests for clarification of the specifications shall be in writing and received by the City Manager's office by the date specified for a request for clarification. They may be emailed to cstephenson@templeterrace.com or to mHUDSON@templeterrace.com

1.22 RESPONSES

The Response must be signed by one duly authorized to do so and in cases where the Response is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Response. Responses by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

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

1.23 MODIFICATION AND WITHDRAWAL OF RESPONSES

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

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

1.24 REJECTION OF RESPONSES

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

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

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

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

1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

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

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida

Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a Respondent commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Respondent is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.26 FRAUD AND MISREPRESENTATION

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

1.27 DEBARRED OR SUSPENDED RESPONDENTS

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

1.28 COLLUSION

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

1.29 COPELAND "ANTI-KICKBACK"

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

1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Respondent shall provide that the performance of any act by the City or Respondent hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Respondent for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.31 PUBLIC ENTITY CRIMES

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

1.32 DRUG-FREE WORKPLACE PROGRAM

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

1.33 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

The Respondent shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your response being declared non-responsive; provided, however, that a responsible Respondent whose response would be responsive but for the failure to submit the signed form in its response may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.34 CONFLICT OF INTEREST

The Respondent represents that:

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

There are no undisclosed persons or entities interested with the Respondent in this Agreement. This Agreement is entered into by the Respondent without any connection with any other entity or person making a response for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

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

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

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

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

1.35 DISCRIMINATION

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

1.36 ADVICE OF OMISSION OR MISSTATEMENT

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

1.37 CONFIDENTIAL INFORMATION

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

1.38 GOVERNING LAW

The Agreement awarded to a successful Respondent shall be governed by, and construed in accordance with, the laws of the State of Florida.

This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

1.39 LITIGATION VENUE

The Agreement awarded to a successful Respondent shall provide that the parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Hillsborough County, Florida and that all litigation between them in the federal courts shall take place in the Central District of Florida.

1.40 SOVEREIGN IMMUNITY

The Agreement awarded to a successful Respondent shall provide that nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

1.41 SURVIVAL

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

1.42 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

1.43 PATENT AND COPYRIGHT INDEMNIFICATION

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

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

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

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

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

1.44 ADVERTISING

The Agreement which is awarded to a successful Respondent shall not advertise or publish the fact that the City has entered into an agreement without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.45 DISCLAIMER

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

1.46 TRADEMARKS

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

1.47 RIGHT TO REQUEST ADDITIONAL INFORMATION

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

1.48 RESPONSE PREPARATION COSTS

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

1.49 DESIGN COSTS

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

1.50 ADDITIONAL CHARGES

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

1.51 RIGHTS TO PERTINENT MATERIALS

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

1.52 NATURE OF THE AGREEMENT

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

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

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

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

Manager.

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

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

1.53 MUTUAL OBLIGATIONS

The Agreement awarded to a successful Respondent shall provide that this Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

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

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

1.54 SUBCONTRACTUAL RELATIONS

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

The Respondent, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed sub Respondent, the portion of the services which the sub Respondent is to do, the place of business of such sub Respondent, and such other information as the City may require. The City will have the right to require the Respondent not to award any subcontract to a person, firm or corporation disapproved by the City.

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

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

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

1.55 TERMINATION

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

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

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

1.56 EVENT OF DEFAULT

The Agreement awarded to a successful Respondent shall provide that an Event of Default shall mean a breach of this Agreement by the Respondent. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

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

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Respondent's ability to perform the services or any portion thereof, the City may request that the Respondent, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Respondent's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Respondent for portions of the services which the Respondent has not performed. In the event that the Respondent fails to provide to the City the requested assurances within the prescribed time frame, the City may:

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

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

1.57 REMEDIES IN THE EVENT OF DEFAULT

The Agreement awarded to a successful Respondent shall provide that if an Event of Default occurs, the Respondent shall be liable for all damages resulting from the default, including but not limited to:

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

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

1.58 BANKRUPTCY

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

1.59 CANCELLATION FOR UNAPPROPRIATED FUNDS

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

1.60 VERBAL INSTRUCTIONS PROCEDURE

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

1.61 E-VERIFY

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

1.62 BUDGETARY CONSTRAINTS

The Agreement awarded to a successful Respondent shall provide that 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 Respondent shall also be provided with a minimum 30-day notice prior to any such reduction in budget.