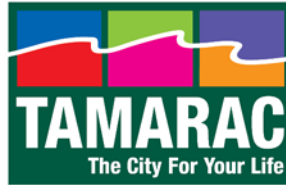


**PURCHASING AND  
CONTRACTS DIVISION**



**Date: March 8, 2011**

**RFP NO. 11-02R**

**REQUEST FOR PROPOSAL  
RFP 11-02R**

**ALL QUALIFIED PROPOSERS:**

Sealed Proposals, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **2:00 PM local time, April 7, 2011** for:

**DEVELOPMENT CONSULTING SERVICES FOR TAMARAC VILLAGE MIXED USE  
DEVELOPMENT**

The City is soliciting a Request for Proposal to obtain the services of a qualified firm in accordance with the requirements of F.S. 287.055, the Consultant's Competitive Negotiation Act (CCNA) to provide comprehensive development consulting services for the proposed Tamarac Village Mixed Use Development.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Proposals received **after 2:00 P.M.** on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

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

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith K. Glatz", is written over a light blue, wavy background.

Keith K. Glatz, CPPO  
Purchasing and Contracts Manager

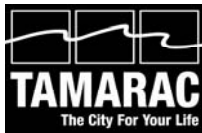
Publish Sun-Sentinel: Sunday, March 13, 2011 and Sunday, March 20, 2011

*"Committed to Excellence...Always."*

**TAMARAC.ORG**

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER

**REQUEST FOR PROPOSAL 11-02R****DEVELOPMENT CONSULTING SERVICES FOR TAMARAC VILLAGE MIXED USE DEVELOPMENT**

**Definition:** A Request for Proposal is a method of procurement permitting discussions with responsible Proposers and revisions to proposals prior to award of a contract. This Request for Proposal shall be evaluated based on qualifications criteria, and is issued pursuant to the requirements of Florida Statute 287.055, The Consultants Competitive Negotiation Act (CCNA). Proposals will be opened in private. An initial award recommendation will be based on an evaluation of all proposals and the determination of the highest ranked, best qualified firm based on the qualifications based criteria set forth herein. Pricing shall not be considered in the evaluation of this proposal; however, the successful firm shall not be awarded an Agreement unless the City and firm are able to reach mutual agreement during price negotiations to be held with only the highest ranked firm.

**I. INTRODUCTION**

The City is soliciting a Request for Proposal to obtain the services of a qualified firm to provide comprehensive development consulting services for the proposed Tamarac Village Mixed Use Development.

**II. INFORMATION**

For information pertaining to this Request for Proposals (RFP), contact Mr. Keith Glatz, CPPO, FCPM, Purchasing & Contracts Manager, at the Purchasing and Contracts Division at (954) 597-3567 or Mr. Andy Berns, Public and Economic Affairs Officer at (954) 597-3513. Contact with the Public and Economic Affairs Officer shall only be made upon approval of the Purchasing and Contracts Manager, and shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

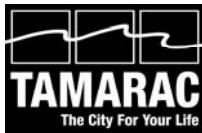
It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 597-3565 or email to [purchasing@tamarac.org](mailto:purchasing@tamarac.org).

**III. SCHEDULE OF EVENTS\***

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

RFP Document issued	March 10, 2011
Deadline for Written Questions	March 24, 2011
Deadline for Receipt of Proposals	April 7, 2011
Evaluation of Proposals	April 8, 2011 April 20, 2011
Presentations by Short-listed Proposers (if applicable)	April 21, 2011
Final Ranking of Firms	April 25, 2011
Contract Negotiation	April 26, 2011 – May 27, 2011
Anticipated Award by Commission	June 22, 2011

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



## **IV. INSTRUCTIONS TO PROPOSERS & STANDARD TERMS AND CONDITIONS**

### **RFP 11-02R**

#### ***Our Vision and Mission***

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

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

*Responds to the Customer  
Creates and Innovates  
Works as a Team  
Achieves Results, and  
Makes a Difference*

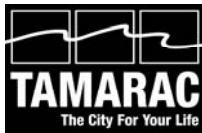
*In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.*

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

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

### **1. GENERAL TERMS AND CONDITIONS**

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



Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

## 2. DEFINED TERMS

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

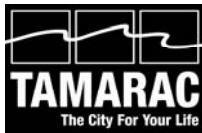
- 2.1 **"Offeror"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 2.2 **"Proposer"** – one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 2.3 **"Successful Offeror" or "Successful Proposer"** - the qualified, responsible and responsive Proposer to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 2.4 **"City"** - the City of Tamarac, a municipal corporation of the State of Florida.
- 2.5 **"Proposal Documents"** - the Request for Proposal, Instructions to Proposers, Proposer's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Proposer's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 2.6 **"Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

## 3. SPECIAL CONDITIONS

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

## 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. Before submitting a Proposal, each Proposer shall become familiar with the site (if applicable to the project) to become familiar with the facilities that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 4.2. The Proposer, by and through the submission of a Proposal, agrees that Proposer and its potential sub-contractors, as may be applicable, shall be held responsible for having examined the site and appurtenant facilities (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with any other relevant conditions required to successfully perform the work.



## **5. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS**

- 5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.
- 5.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the requirements in every respect.

## **6. INTERPRETATIONS AND ADDENDA**

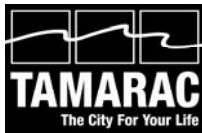
If the Proposer is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Proposer shall submit a written request to the Purchasing & Contracts Division Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing & Contracts Division Office prior to the deadline specified in the "Schedule of Events" provided herein for the submission of written questions. Questions received after that date may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing & Contracts Division Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

## **7. COSTS AND COMPENSATION (HIGHEST RANKED FIRM)**

- 7.1. When information about costs and compensation may be requested from the highest ranked firm, such costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.
- 7.2. All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.
- 7.3. Any price proposal requested from the highest ranked firm shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

## **8. NON-COLLUSIVE AFFIDAVIT**

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

**9. PUBLIC ENTITY CRIMES**

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

**10. CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

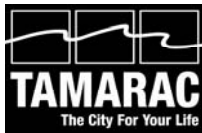
**11. PERFORMANCE BONDS AND INSURANCE**

Upon award of a contract, the Successful Proposer, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds as may be required by the City. Proposer shall provide certificates of insurance in the manner, form and amount(s) specified.

**12. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS**

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

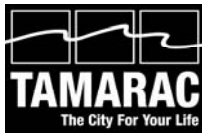
- 12.1 Firm Qualifications and Experience
- 12.2 Certification Forms
- 12.3 Certified Resolution Form (or firm's own Corporate Resolution)
- 12.4 Proposer's Qualifications Statement Form & References
- 12.5 Vendor Drug Free Workplace Form
- 12.6 Non-Collusive Affidavit Form
- 12.7 Proof of applicable insurance.
- 12.8 Listing of any Sub-Contractors or Subcontractors to be utilized.
- 12.9 The City reserves the right to request the most recently completed **audited**



**financial statement, or other approved documentation** to verify financial viability.

### **13. SUBMISSION OF PROPOSALS**

- 13.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by the Proposer should be initialed.
- 13.2 All proposals shall be submitted in the English language.
- 13.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.
- 13.4 Proposals shall contain an acknowledgment of receipt of all addenda.
- 13.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 13.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 13.7 Proposals shall be submitted to the Purchasing & Contracts Division Office on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Proposer and should include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.
- 13.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).
- 13.9 All Proposals received from Proposers in response to the Request for Proposal will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 13.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.



#### **14. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

- 14.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing & Contracts Division Office at any time **prior** to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Proposer to submit a new Proposal prior to the Proposal opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.
- 14.2 If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed, written notice with the Purchasing & Contracts Division Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Proposer may withdraw its Proposal and any bid security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

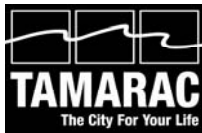
#### **15. REJECTION OF PROPOSALS**

- 15.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 15.2 City reserves the right to reject the Proposal of any Proposer if City believes that it would not be in its best interest of to make an award to that Proposer, whether because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

#### **16. QUALIFICATIONS OF PROPOSERS**

- 16.1 Each Proposer shall complete the Proposer's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.
- 16.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.
- 16.3 No proposal shall be accepted from, nor will any contract be awarded to, any





person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.

- 16.4 City reserves the right to make a pre-award inspection of the Proposer's facilities prior to award of contract.
- 16.5 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

## 17. INSURANCE

- 17.1 Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 17.2 Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.
- 17.3 Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any Sub-Proposer to obtain or maintain such insurance.
- 17.4 The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
<b>Commercial General Liability</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>

Including:

Premises/Operations

Contractual Liability

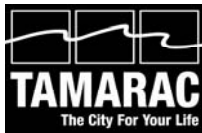
Personal Injury

Products/Completed Operations

Broad Form Property Damage

Cross Liability and Severability of Interest Clause

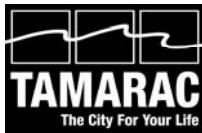
<b>Automobile Liability</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>
<b>Workers' Compensation &amp; Employer's Liability</b>	<b>Statutory</b>	



- 17.5 The City reserves the right to require higher limits depending upon the scope of work under this Agreement.
- 17.6 Neither Proposer nor any Sub-Proposer shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Proposer will ensure that all Sub-Proposers will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.
- 17.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.
- 17.8 The Proposer's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Proposer's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.
- 17.9 The Proposer shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Proposer purchase a bond to cover the full amount of the deductible or self-insured retention.
- 17.10 Proposer is to provide professional services under this Agreement, and therefore must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.
- 17.11 The Successful Proposer agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

## **18. INDEMNIFICATION**

- 18.1 GENERAL INDEMNIFICATION: Proposer shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Proposer any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Proposer in the performance of the Work; or c). liens, claims or actions made by the Proposer or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this



agreement shall be borne by the Proposer.

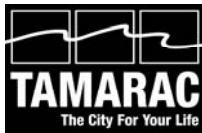
- 18.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 18.3 The Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 18.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## **19 INDEPENDENT CONTRACTOR**

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

## **20. WARRANTIES**

- 20.1 Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.
- 20.2 Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with



any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

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

20.4 All warranties made by Successful Proposer together with service warranties and guarantees shall accrue to the City and the successors and assigns of City.

## **21. CONDITION OF ANY MATERIAL SUPPLIED TO CITY**

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

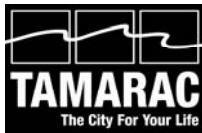
Successful Proposer shall furnish all guarantees and warranties to the Purchasing and Contracts Division for any materials delivered prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

## **22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

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

## **23. TAXES**

Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law. The City of Tamarac is exempt from the payment of State of Florida sales tax.



**24. PERMITS, FEES AND NOTICES**

As applicable to the project, successful Proposer shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of any work. The costs of all permits, fees, licenses and charges shall be included in the successful Proposer's costs except where expressly noted in the statement of work, or in instances when the City and the successful Proposer mutually determine an alternative method for payment of such costs.

**25. PERFORMANCE**

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

**26. TERMINATION FOR CAUSE AND DEFAULT**

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

**27. TERMINATION FOR CONVENIENCE OF CITY**

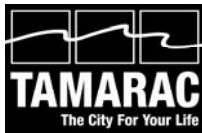
This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Proposer for such termination in which event the Successful Proposer shall be paid its compensation for services performed to termination date, including services reasonably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

**28. FUNDING OUT**

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

**29. AUDIT RIGHTS**

City reserves the right to audit the records of Successful Proposer, relating to this contract, at any time during the term of the Contract, and for a period of three (3) years after completion of contract. If required by City, Successful Proposer shall agree to submit to an audit by an independent Certified Public Accountant selected by City. Successful Proposer shall allow City to examine and review the records of Successful Proposer at any and all times during normal business hours during the term of the Contract.



**30. ASSIGNMENT**

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

**31. EMPLOYEES**

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

**32. TAXES**

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

**33. GOVERNING LAW:**

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

**34. STANDARD AGREEMENT DOCUMENT**

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

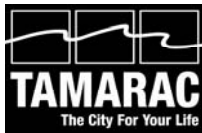
**35. INFORMATION REQUESTS AFTER DUE DATE**

Following a recommendation for award, Proposers may download the evaluation results directly from the Internet at <http://www.tamarac.org>.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §[120.57](#)(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.

**36. BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or



temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

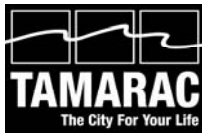
**37. CONTINGENT FEES**

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

**38. TRUTH-IN-NEGOTIATION CERTIFICATE**

- 38.1 Execution of any Agreement by the Proposer resultant from this solicitation shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Proposer's most favored customer for the same or substantially similar service.
- 38.2 The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

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## **V. STATEMENT OF WORK**

### **DEVELOPMENT CONSULTING SERVICES FOR TAMARAC VILLAGE MIXED USE DEVELOPMENT**

#### **1.0 Overview**

The City of Tamarac has over time assembled multiple sites within the incorporated City limits as defined by the attached documentation into a consolidated redevelopment district/local activity center (Tamarac Village Center). It is desired to advance the private development of this land area through a collaboration of public and private partners into a cohesive commercial/residential mixed-use development responsive to the mixed-use development guidelines as put forth by the City. (Note: A map of the general area is included below, at the end of this solicitation.)

To accommodate this objective, the City seeks to identify a single development company that can provide development, design, construction management and real estate brokerage services to assist and represent the City in this endeavor.

The selected consulting company shall possess relevant experience in each of the areas of expertise as identified. The personal representatives of the selected consulting company who shall represent the company and provide the primary consulting services shall also individually and collectively possess relevant experience in each of the areas of expertise as identified.

The City of Tamarac intends to enter into a consulting services agreement with the selected company commencing upon selection and continuing until such time as the objective is completed or the City, in its sole discretion, elects to conclude the consulting role.

The proposed development is envisioned as a multiple phase initiative that would invite multiple private development and investment interests into incremental development venues therein. This process is anticipated to extend over multiple years with phases matching market and investment conditions as they become opportune.

An initial phase of development shall focus on public infrastructure improvements intended to assure a “state of the art” business environment together with vested entitlements, on the defined private investment opportunities therein. Subsequent phases shall reflect the public/private components of the development vision grouped initially to create a village core of independent viability and subsequently expanded in increments that further enhance the overall outcome while functioning independently as business viable “stand alone” ventures.

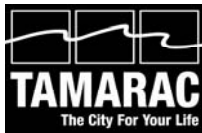
#### **2.0 Scope of Services**

The assembled lands together with the public rights of way that interconnect the various parcels and extend to primary arterial collectors will require a comprehensive strategy that integrates multiple professional contributions into an overall project outcome that responds



to existing visioning objectives by the City, evolving market conditions, highest and best use opportunities and financially beneficial outcomes to the City. Towards this end, the selected consulting company shall evidence the ability to envision, advise, guide, provide management support, and implementation skills that help achieve the following primary objectives:

- 2.1 Provide overall project management leadership to the horizontal development phase of all site development activities.
- 2.2 Evaluate existing streetscape draft design guidelines and make recommendations for changes during the initial design phase.
- 2.3 Provide monthly written status reports of progress to the City on behalf of the development objective. The respondent shall also be available to meet City Commission and senior city staff as needed.
- 2.4 Coordinate with City staff and other public Contractors on all related matters including financial, legal and development issues.
- 2.5 Evaluate the existing market conditions to ascertain the best overall development potential appropriate to the location and consistent with visioning aspects of the City.
- 2.6 Evaluate the existing site plus public infrastructure to guide a design and character approach that provides market distinction, investment interest, functional effectiveness and flexibility through projected development build-out.
- 2.7 Develop a written business plan and land development plan that incorporates overall development strategy, financial projections, and phased implementation schedules.
- 2.8 Provide assistance in the solicitation, selection, and contract negotiations of all design Contractors as may be required for the public sector obligations.
- 2.9 Manage the implementation of a vested land development approval supported by design team participants.
- 2.10 Identify prospective private developer/investor candidates for the various increments of the overall development vision and undertake a national and regional promotional initiative to bring targeted participants to negotiated land transactions for sale/lease as appropriate.
- 2.11 Oversee a public relations effort, including facilitating charrettes and public meetings, that establishes a development image and identity positioning, programs a sequence of positive public awareness events, and guides the visual and content of marketing and promotional collateral materials.

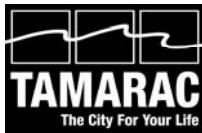


- 2.12 Assist in the creation of legal instruments in support of the development vision, including but not limited to: property owners' association documents, master lease agreements on public parking facilities, and covenants and restrictions.
- 2.13 Function as exclusive seller's broker on subsequent property transactions resulting from the redevelopment plan approval and marketing initiatives.
- 2.14 Overview private development/investment proposals, and oversee the product development objectives through design and implementation for consistency with vision and entitlement guidelines and quality assurance objectives of final executions.

### 3.0 Content of proposals

Respondent should provide the following information for evaluation by the City:

- 3.1 **Respondent qualifications-** Provide a description of the responding company and its key principals including a brief history, educational and professional background, professional training (licenses, certifications, etc.) as well as anticipated sub-contractors that might be engaged to complete the work capabilities of the team.
- 3.2 **Past Experience-** Include a description of projects representing the experiences of the development principals and/or the responding company, including primary sub-contractors, which have been completed and which directly relate to the scope of services envisioned. Provide contact information for at least three business references for prior clients or their agents for projects of a similar nature independent verification.
- 3.3 **Scope of Services-** Based upon this document offer detailed commentary on the capabilities to be provided and a suggested timeline for the conduct of the work as identified through inauguration of the initial phase of horizontal and/or vertical development. To the extent appropriate, define the visioning process to be employed, property development and management approach, initial views on land use and market expectations, and potential profiles of preferred private participants in the final development solution.
- 3.4 **Proof of insurance-** Include evidence of general liability, auto liability, workman's compensation and professional liability as appropriate for the firm and for primary sub-contractors. The City of Tamarac shall be named as an additional insured in terms of general liability.
- 3.5 **Other information-** Other data or information that will allow the City to fully evaluate respondent's credentials, area knowledge, and operating approach should be provided.



- 3.6 Upon completion of the evaluation and ranking of proposals, In accordance with the State of Florida Consultant's Competitive Negotiation Act (CCNA), F.S. 287.055. The City shall then negotiate with the highest ranked respondent with the goal of awarding an Agreement for the services requested herein. The City reserves the right to terminate price negotiations and move to the next highest ranked firm in the event that the City and the firm are unable to reach agreement on an appropriate fee structure.

#### **4.0 Goal**

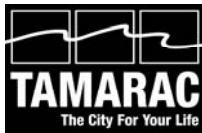
The City recognizes the role a town center can play in the future, and plans to provide a mixed-use gathering place that will allow for retail, restaurant, office and residential development. Nationally, there has been tremendous interest in smart growth projects, and that interest has extended to Tamarac. This development is an opportunity to provide a new amenity for our residents, fostering an increased sense of community. The full MXD corridor comprises 133.57 acres available for development and redevelopment opportunities. The desired pedestrian friendly environment, in conjunction with the new Local Activity center designation will provide a sense of place never before experienced in Tamarac.

The goal of this RFP is to find a suitable partner for the City to enter into an agreement to move forward the vision of the City Commission.

#### **5.0 Services to Be Provided**

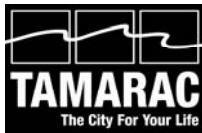
Project services to be provided shall include the following:

- 5.1 Provide overall project management
- 5.2 Evaluate existing regional economic conditions, market conditions, and opportunities as related to all components of mixed use development.
- 5.3 Evaluate the existing site to assess the potential for various types of development, projected traffic, and potential success.
- 5.4 Provide assistance with other design contractors as needed.
- 5.5 Identify prospective developers and investors.
- 5.6 Oversee public relations efforts.
- 5.7 Function as real estate broker on subsequent transactions.
- 5.8 Review proposals from private development/investors.
- 5.9 Oversee product development objectives for consistency with vision and quality assurance.
- 5.10 Regular reports to City staff and elected officials as referenced in Section 2.3 herein.



- 5.11 Written business plan and land development plan which incorporates overall development strategy, financial projections, and phased implementation schedules.
- 5.12 Legal documents, such as; but not limited to: property association documents, master lease agreements, covenants and restrictions, as needed.
- 5.13 Architectural building design standards which will be consistent throughout the full MXD district.
- 5.14 Corridor study, which will articulate design plans to be utilized with the MXD district. Such study will also include common elements designed to be consistent with the MXD, but may be adopted for usage along other major arterial roadways in the City. The intent shall be to allow for a high level of design standard within the MXD district and allow for common elements to be extrapolated and used throughout the City. This will provide a more continuous sense of identity within Tamarac.
- 5.15 Review of existing streetscape design standards and suggested improvements/changes.
- 5.16 Overall redevelopment plan for the entire MXD district.

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## VI. PROPOSAL SELECTION

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Selection shall be based solely on the Proposer's qualifications and experience as enumerated in the Selection Criteria. Price shall not be a factor in the evaluation of proposals. Proposals that are deemed not to meet completeness or compliance requirements may, at the sole discretion of the City, not be considered further. The City of Tamarac reserves the right to request additional information or clarification from any or all respondents in order to assist with the evaluation of each respondent and their proposal.

**Price Negotiations with Highest Ranked Firm:** Upon selection of the highest ranked proposal, the City shall negotiate a fee structure with the highest ranked firm. In the event that an appropriate fee structure cannot be negotiated with the highest ranked firm, the City shall reject the proposal, and move to the next highest ranked firm, and so on, until agreement can be reached on an appropriate fee structure.

## VII. EVALUATION OF PROPOSALS

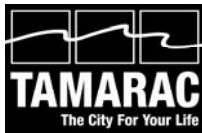
### A. EVALUATION METHOD AND CRITERIA

An Evaluation and Selection Committee has been appointed by the City Manager and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

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

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

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



The City's evaluation criteria will include, but will not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals.
2. **Respondent's qualifications and prior experience:** Respondents' prior experience in the business planning, design, development, brokerage, and construction activities as anticipated as part of this proposal will be given strong consideration. Like projects of equivalent or greater scope within the respondent's experience will be given extra consideration.
3. **Adequate Resources:** Respondent's that possess the resources and abilities to provide all required services from in-house staff and with limited participation from outside Contractors will be preferred.
4. **References:** A history of favorable client relationships with satisfied results will be of importance based upon reference checks.

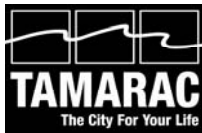
**B. ACCEPTABILITY OF PROPOSALS**

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

1. Acceptable;
2. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
3. Unacceptable.

**C. AWARD OF AGREEMENT**

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

**D. WEIGHTED CRITERIA**

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

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Compliance with Request for Proposal (Mandatory)	N/A
Respondent's qualifications and prior experience	<b>70 points</b>
Adequate Resources	<b>20 points</b>
References	<b>10 points</b>

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

Once the Proposals are evaluated, a "short-list" may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

**E. DISCUSSIONS & PRESENTATIONS**

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

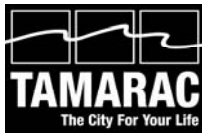
All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should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

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

**F. RIGHT TO REJECT PROPOSALS**

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

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is



not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

### **VIII. PROPOSAL COPIES**

Return One (1) Original and five (5) copies in an envelope marked with your firm's name and **"RFP 11-02R, DEVELOPMENT CONSULTING SERVICES FOR TAMARAC VILLAGE MIXED USE DEVELOPMENT"**

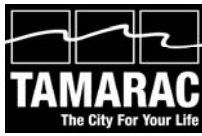
to the City of Tamarac, Purchasing & Contracts Division, 7525 NW 88<sup>th</sup> Avenue, Tamarac, Florida 33321, attention: Keith K. Glatz, CPPO, FCPM, Purchasing & Contracts Manager . Any addenda become part of this Request of Proposal and the resulting agreement. The Proposal Form included herein should be signed by an authorized company representative, dated and returned with the Proposal.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are signed in and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

**CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

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## PROPOSAL FORM

RFP 11-02R

### **DEVELOPMENT CONSULTING SERVICES FOR TAMARAC VILLAGE MIXED USE DEVELOPMENT**

SUBMITTED BY:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes ☐ No

NOTE: To be considered eligible for award, one (1) **original copy of this proposal form** must be submitted with the Proposal.

#### **NO BID INDICATION (IF "NO BID" IS OFFERED):**

**Please indicate reason(s) why a Proposal is not being submitted at this time.**

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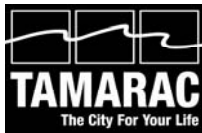
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COMPANY NAME: (Please Print): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...**

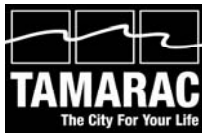
- ☐ 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- ☐ 2. Provide a **Technical Proposal and Work Plan** as well as the capabilities of your firm, including resumes of key personnel for the firm and primary sub-contractors.
- ☐ 3. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☐ 4. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☐ 5. Fill out the **Proposer's Qualification Statement** and **Reference Form**.
- ☐ 6. Sign the **Vendor Drug Free Workplace Form**.
- ☐ 7. Fill out the **List of Sub-Contractors or Subcontractors**, if applicable.
- ☐ 8. Fill out and sign the **Certified Resolution**.
- ☐ 9. Include all necessary **Financial Statements** requested.
- ☐ 10. **Include proof of insurance.**
- ☐ 11. Provide **any additional documentation requested** within the Proposal Document.
- ☐ 12. **Submit ONE (1) Original AND the number of copies requested in the Proposal Instructions. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

**Make sure your Proposal is submitted PRIOR to the deadline.**

**Late Proposals will not be accepted.**

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

**THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.**



## REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

**Your Company Name**

**Address**

**City State Zip**

**Phone/Fax**

**E-mail**

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

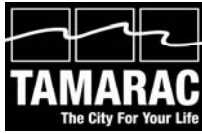
Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

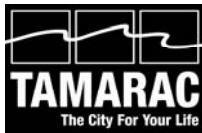
We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☐OTHER ☐

If "Other", Explain: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Company Name\_\_\_\_\_  
Typed/Printed Name\_\_\_\_\_  
Address\_\_\_\_\_  
Telephone\_\_\_\_\_  
City, State, ZIP\_\_\_\_\_  
Fax\_\_\_\_\_  
Federal Tax ID Number\_\_\_\_\_  
Email address for above signer (if any)

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)", the duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

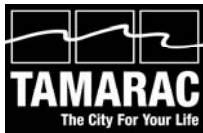
(SEAL)

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Title

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



## PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Tamarac  
Purchasing and Contracts Manager  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, Florida 33321

Check One

Submitted By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

- ☐ Corporation  
☐ Partnership  
☐ Individual  
☐ Other

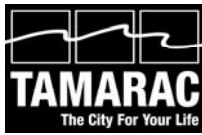
State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

The address of the principal place of business is:

1. If Proposer is a corporation, answer the following:

- a) Date of Incorporation: \_\_\_\_\_
- b) State of Incorporation: \_\_\_\_\_
- c) President's name: \_\_\_\_\_
- d) Vice President's name: \_\_\_\_\_
- e) Secretary's name: \_\_\_\_\_
- f) Treasurer's name: \_\_\_\_\_
- g) Name and address of Resident Agent: \_\_\_\_\_



2. If Proposer is an individual or a partnership, answer the following:

h) Date of organization: \_\_\_\_\_

i) Name, address and ownership units of all partners:

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j) State whether general or limited partnership: \_\_\_\_\_

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? \_\_\_\_\_

a) Under what other former names has your organization operated?

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6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

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7. Have you personally inspected the site of the proposed work?

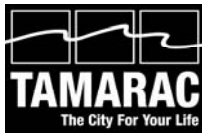
☐ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☐ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES ☐ NO



10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

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11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

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13. State the name of the individual who will have personal supervision of the work:

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14. State the name and address of attorney, if any, for the business of the Proposer:

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15. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

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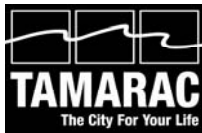
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16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

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17. State the name of Surety Company which will be providing the bond, and name and address of agent:

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18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses):
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes).
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and date thereof:

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21. Is this financial statement for the identical organization named on page one?

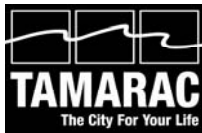
☐ YES      ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

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The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

\_\_\_\_\_  
Signature

### ACKNOWLEDGEMENT

#### PROPOSER'S QUALIFICATION STATEMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

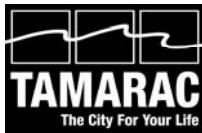
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

- ☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- ☐ DID take an oath, or  
☐ DID NOT take an oath



**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

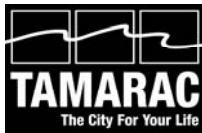
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## ACKNOWLEDGMENT

### NON-COLLUSIVE AFFIDAVIT

State of Florida

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

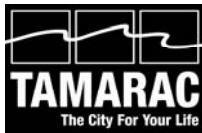
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



## VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

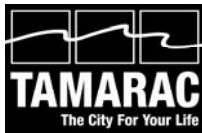
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each 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 this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

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Authorized Signature

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Company Name



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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
to the City of Tamarac for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Federal Employer Identification Number (FEIN) \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement:

3. My name is \_\_\_\_\_  
(Print name of individual signing)

My relationship to the entity named above is \_\_\_\_\_

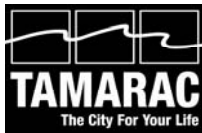
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid 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 misrepresentation.

5. 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 any 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, non-jury trial, or entity of a plea of guilt or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. 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 owner 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 has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



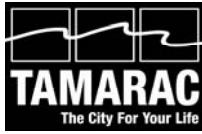
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts led by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
8. 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, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.
- ☐ The entity submitting this sworn statement, or one of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH (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 THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



## ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

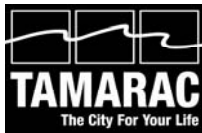
\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath





**The following is provided as a reference for standard contractual form and standard requirements of the City of Tamarac**

**SAMPLE FORM OF AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF TAMARAC  
AND**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Tamarac, a municipal corporation of the State of Florida, hereinafter referred to as "City", and \_\_\_\_\_, a \_\_\_\_\_ Corporation, with principal offices located at \_\_\_\_\_, hereinafter referred to as "Consultant":

WHEREAS, the City intends to \_\_\_\_\_; and,

WHEREAS, the City requires certain professional services in connection with \_\_\_\_\_; and,

WHEREAS, the Consultant represents that it is capable and prepared to provide such services:

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be for a \_\_\_\_ year period beginning \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.

**ARTICLE 2 - SERVICE TO BE PERFORMED BY CONSULTANT**

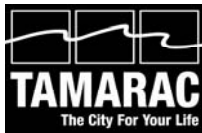
The Consultant shall perform the services in accordance with the provisions contained in \_\_\_\_\_, as specifically stated in the \_\_\_\_\_, attached hereto as Exhibit, and incorporated herein as if set forth in full. Additional scope of work may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order or written Change Order. Each Purchase Order or written Change Order shall set forth a specific scope of services, the amount of compensation and the required completion date.

**ARTICLE 3 - COMPENSATION**

The City shall pay Consultant \_\_\_\_\_, (\$\_\_\_\_\_), in accordance with the provisions contained in the \_\_\_\_\_, which is attached hereto as Exhibit, and incorporated herein as if set forth in full.

**ARTICLE 4 - STANDARD OF CARE**

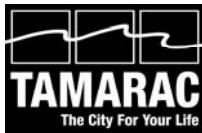
Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar



circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

## **ARTICLE 5 - INDEMNIFICATION**

- 5.1. Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.
- 5.2. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.3. The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 5.4. The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.
- 5.5. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement.



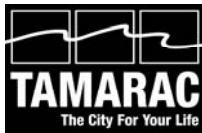
- 5.6. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## **ARTICLE 6 – NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

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

## **ARTICLE 7 - INDEPENDENT CONTRACTOR**

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



## **ARTICLE 8 PAYMENTS**

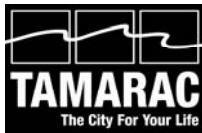
- 8.1 The City shall pay in full the Contract Sum to the Consultant upon completion of the work listed in Article 2 of this Agreement unless the parties agree otherwise. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents.
- 8.2 Payments shall be processed in accordance with The Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

## **ARTICLE 9 - COMPLIANCE WITH LAWS**

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

## **ARTICLE 10 – INSURANCE**

- 10.1 During the performance of the services under this Agreement, Consultant shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.
  - 10.1.1 Worker's Compensation Insurance: The Consultant shall procure and maintain for the life of this Agreement, Workers' Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-consultant that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Tamarac, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.
  - 10.1.2 Comprehensive General Liability: The Consultant shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability with specific reference of Article 5 of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.



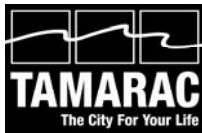
- 10.1.3 Business Automobile Liability: The Consultant shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
- 10.1.4 Professional Liability (Errors and Omissions) Insurance: \$1,000,000.
- 10.2 The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- 10.3 The City must be named as an additional insured for General Liability coverage unless Owners and Consultants' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.
- 10.4 The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The City must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.
- 10.5 In the event that sub-consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultants' insurance coverage, arising out of negligent acts, errors or omissions of the sub-consultants.
- 10.6 Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

## ARTICLE 11 - CITY'S RESPONSIBILITIES

The City shall be responsible for providing access to all project sites, and for providing project-specific information.

## ARTICLE 12 - TERMINATION OF AGREEMENT

- 12.1 **Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.
- 12.2 **Default by Consultant:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause,



should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

### **ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

### **ARTICLE 14 - UNCONTROLLABLE FORCES**

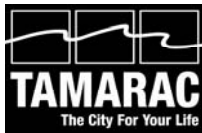
- 14.1 Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

### **ARTICLE 15 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County.

### **ARTICLE 16 - MISCELLANEOUS**

- 16.1 **Non-waiver:** A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or



acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

- 16.2 **Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 16.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.
- 16.4 **Merger; Amendment:** This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.
- 16.5 **No Construction Against Drafting Party:** Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

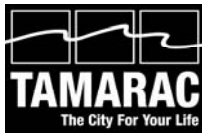
## ARTICLE 17 - SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

## ARTICLE 18 - CONTINGENT FEES

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

## ARTICLE 19 - TRUTH-IN-NEGOTIATION CERTIFICATE



- 38.3 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.
- 38.4 The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

## **ARTICLE 20 - OWNERSHIP OF DOCUMENTS**

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all work products, documents, records, disks, original drawings, specifications or other information developed as a result of this Agreement shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City. Except as specifically authorized by the City in writing, information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall be used only in connection with the services provided the City.

## **ARTICLE 21 - FUNDING**

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

## **ARTICLE 22 - NOTICE**

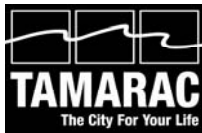
- 22.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

### **CITY**

City Manager  
City of Tamarac  
7525 NW 88th Avenue  
Tamarac, Florida 33321-2401

With a copy to City Attorney at the following address:





Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

**CONSULTANT:**

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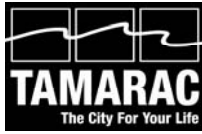
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- 22.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 22.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.
- 22.4 Consultant shall be reasonably available to the City through telephone access and shall notify the City promptly of any absence or anticipated delay in the performance of services under this Agreement.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its \_\_\_\_\_, duly authorized to execute same.

## CITY OF TAMARAC

\_\_\_\_\_  
Beth Talabisco, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michael C. Cernech, City Manager

\_\_\_\_\_  
Peter M.J. Richardson, CRM, CMC  
City Clerk

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
Signature of President/Owner

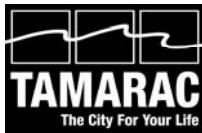
\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(CORPORATE SEAL)



CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

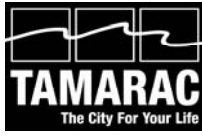
\_\_\_\_\_  
Signature of Notary Public  
State of \_\_\_\_\_ at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

☐ Personally known to me or  
☐ Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

☐ DID take an oath, or  
☐ DID NOT take an  
oath.



## **MAP OF TAMARAC VILLAGE AREA**

