

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: September 29, 2021

Presenter's Name and Title: Eric Silva, Director of Community Development Department and Alicia Ayum, Director of Procurement Department

Prepared By: Nancy Gettys, Planner II and Darlene Charles, Procurement Analyst

Temp. Reso. Number: 7493

Item Description: Temp. Reso. No. 7493, APPROVING THE RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS NO. 21-06-29, ENTITLED "POOL OF QUALIFIED GENERAL INSPECTORS AND ENVIRONMENTAL INSPECTORS FOR RESIDENTIAL REHABILITATION PROJECTS"; AWARDING THE REQUESTS FOR QUALIFICATIONS TO THE FIRMS MEETING OR EXCEEDING THE MINIMUM QUALIFICATIONS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE CONTINUING SERVICES AGREEMENTS WITH THE QUALIFIED FIRMS FOR A TERM OF TWO (2) YEARS, THEREBY ESTABLISHING POOLS OF FIRMS FOR THE PROVISION OF GENERAL AND ENVIRONMENTAL INSPECTION SERVICES FOR THE CITY'S RESIDENTIAL REHABILITATION PROJECTS, ON AN AS NEEDED BASIS. *(Community Development Director Eric Silva & Procurement Director Alicia Ayum)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. N/A of the City Code and/or Sec. N/A, Florida Statutes, public notice for this item was provided as follows: on N/A in a N/A ad in the N/A; by the posting the property on N/A and/or by sending mailed notice to property owners within N/A feet of the property on N/A (fill in all that apply)

Special Voting Requirement – As required by Sec. N/A, of the City Code and/or Sec. N/A, Florida Statutes, approval of this item requires a N/A (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS: Projects are funded through federal and state grants, and are administered by the City's CDBG Grant Administrator, Community Revitalization Affiliates, Inc.

Program Funds

#162-00-000-000-000-331620, entitled, "Fed Grant - HOME"

#167-00-000-000-000-331623, entitled, "Fed Grant - CDBG"

#166-00-000-000-000-334900, entitled, "State Grant - SHIP"

#164-00-000-000-000-331503, entitled, "Fed Grant - NSP"

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7493**
 - **Exhibit “A” – Sample General Inspector CSA**
 - **Exhibit “B” – Sample Environmental Inspector CSA**
- **Attachment(s)**
 - **Attachment 1: Request for Qualifications No. 21-06-29**
 - **Attachment 2: Selection Committee Final Rankings**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: *ese* Vernon E. Hargray, City Manager *[Signature]*

BY: Eric Silva, Director of Community Development Department

DATE: September 23, 2021

RE: Temp. Reso. No. 7493, approving the ranking and award of Request for Qualifications No. 21-06-29, entitled Pool of Qualified General and Environmental Inspectors for Residential Rehabilitation Projects

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7493, approving the ranking and award of Request for Qualifications No. 21-06-29, entitled "Pool of Qualified General and Environmental Inspectors for Residential Rehabilitation Projects" (the "RFQ"), to general and environmental inspection services for the City of Miramar's Residential Rehabilitation Projects.

ISSUE: City Commission adoption of Temp. Reso. No. 7493 is necessary to approve the rankings, to award the "RFQ" and to authorize execution of appropriate continuing services agreements ("CSA's").

BACKGROUND: The City's ongoing residential rehabilitation program, funded by federal and state grant sources, necessitates retaining the services of highly qualified inspectors. Payment for the inspection services is provided by the various grant programs (e.g., Community Development Block Grant program). The agencies that fund the City's rehabilitation programs consider it to be good practice to re-establish the pools on a regular basis.

As part of the RFQ process, all of the firms listed in the previous pools were notified so that they had an opportunity to respond, and public notice was provided through DemandStar and through a display ad placed in the Miami Herald.

A total of seven (7) responses to the RFQ were received on or before the July 14, 2021, the opening date. The responses to the RFQ were thereafter reviewed, evaluated, and ranked, with the assistance of the City's Procurement staff, by a three-person Selection

Committee. The RFQ provided for criteria totaling a maximum of 100 points, and provided that all firms whose point totals averaged 75 points or more would be deemed qualified to be placed in the respective pools. A total of four (4) firms were determined to be qualified to be placed in the General Inspector Pool and three (3) firms were determined to be qualified to be placed in the Environmental Inspector Pool. Attachment 2 contains the final ranking for each of the firms responding to the RFQ.

After City Commission approval of the ranking and the award of the RFQ, appropriate CSA's will be executed with the pre-qualified firms, thereby establishing a new General Inspectors Pool and a new Environmental Inspectors Pool for the City's residential rehabilitation program. All CSA's will be for a term of two years only in accordance with HUD guidelines.

DISCUSSION: The City's ongoing residential rehabilitation program, funded by federal and state grant sources, necessitates retaining the services of highly qualified inspectors. The current General Inspectors Pool and Environmental Inspectors Pool have recently expired, and new Pools need to be approved to continue ongoing CDBG and other residential rehabilitation projects.

ANALYSIS: Projects are funded through federal and state grants, and are administered by the City's CDBG Grant Administrator, Community Revitalization Affiliates, Inc.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR QUALIFICATION NO. 21-06-29, ENTITLED “POOL OF QUALIFIED GENERAL AND ENVIRONMENTAL INSPECTORS FOR RESIDENTIAL REHABILITATION PROJECTS”; AWARDING THE REQUEST FOR QUALIFICATIONS TO THE FIRMS MEETING OR EXCEEDING THE MINIMUM QUALIFICATIONS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE CONTINUING SERVICES AGREEMENTS WITH THE QUALIFIED FIRMS FOR A TERM OF TWO (2) YEARS, THEREBY ESTABLISHING POOLS OF FIRMS FOR THE PROVISION OF GENERAL AND ENVIRONMENTAL INSPECTION SERVICES FOR RESIDENTIAL REHABILITATION PROJECTS ON AN AS NEEDED BASIS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City’s ongoing residential rehabilitation program, funded by federal and state grant sources, necessitates retaining the services of highly qualified inspectors; and

WHEREAS, the agencies that fund the City’s rehabilitation program consider it to be good practice to re-establish the pools on a regular basis; and

WHEREAS, on June 14, 2021, the City advertised RFQ No. 21-06-29 to solicit qualified firms to provide general and environmental inspection services for the City’s Residential Rehabilitation Program (the “RFQ”); and

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WHEREAS, the RFQ closed on July 14, 2021, with a combined total of seven (7) responses for both pools; and

WHEREAS, a three-member selection committee comprised of City staff from the Public Works, Police and Community Development Departments, met to evaluate and rank the proposals in accordance with the Florida Sunshine Law; and

WHEREAS, the RFQ provided that firms scoring 75 points or more would be qualified for placement in the final pool; and

WHEREAS, a total of four (4) inspectors were deemed qualified for placement in the general inspector pool, and three (3) inspectors were deemed qualified for placement in the environmental inspector pool; and

WHEREAS, the City Manager recommends approving the ranking and award of the RFQ to establish a new pool of qualified general inspectors and a new pool of qualified environmental inspectors for Residential Rehabilitation Projects, for a term of two (2) years; and

WHEREAS, the City Commission deems it to be in the best interest of the residents and citizens of the City of Miramar to approve the ranking and award of the RFQ to establish a new pool of qualified general inspectors and a new pool of qualified environmental inspectors for residential rehabilitation projects, for a term of two (2) years.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the ranking of and awards to the highest ranking firms responding to the RFQ with the intent to establish new pools for general inspectors and environmental inspectors for the City’s residential rehabilitation programs, on an as needed basis.

Section 3: That the City Manager is authorized to execute appropriate non-exclusive Continuing Services Agreements (“CSAs”), in substantial conformity with the CSAs attached hereto as Exhibit “A” and Exhibit “B”, with each of the qualified general inspectors and environmental inspectors, together with such non-substantial changes deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

AGREEMENT

(The City reserves the right to amend the terms and conditions set forth herein)

**POOL OF QUALIFIED INDIVIDUALS OR FIRMS**

**AGREEMENT BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND**

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 2021, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor"), a Florida corporation whose address is _____.

WITNESSETH:

WHEREAS, the City issued Request for Qualification No. 21-06-29 (the "RFQ") for POOL OF QUALIFIED GENERAL INSPECTORS / ENVIRONMENTAL INSPECTORS FOR THE COMPLETION OF RESIDENTIAL REHABILITATION PROJECTS (the "Work", "Project" or "Services"); and

WHEREAS, on _____, the City Commission approved the ranking of the firms responding to the referenced solicitation and authorized the negotiation of Continuing Services Agreements, for a term of two (2) years, with the _____ (____) highest ranked qualified firms; and

WHEREAS, the CONTRACTOR is one of the _____ (____) highest ranked qualified firms in the "General Inspector" category, and is willing and able to perform such general inspection services for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement (hereinafter referred to as "Continuing Services Agreement" or "Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if CONTRACTOR is chosen from the "library" of contractors resulting from a request to submit a bid on a residential rehabilitation project; and

WHEREAS, the CITY intends and the CONTRACTOR acknowledges that any future services pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1

SPECIFIC PROJECTS, SCOPE OF SERVICES, COMPENSATION

1.1 The CONTRACTOR agrees to provide professional services to the CITY for specific projects as authorized from time to time by the CITY, in the CITY's sole discretion. The CITY reserves the right to select one or more firms to perform the services for the projects. This Agreement provides no guaranty of any minimum amount of work to CONTRACTOR.

1.2 When the need for services for a specific project occurs, the CITY may, in its sole discretion, communicate with the CONTRACTOR regarding its availability to provide services for that specific project under the terms and conditions of this Agreement. If CONTRACTOR is available and willing, the CITY shall provide CONTRACTOR with written authorization to proceed. CONTRACTOR shall complete the requested services in a diligent, expeditious and professional manner.

1.3 The CITY's Request for Qualifications for General/Environmental Inspector services is incorporated by reference herein, and this Agreement shall be subject to the provisions thereof. However, in the case of any inconsistency between that solicitation and this Agreement, this Agreement shall prevail.

1.4 CONTRACTOR's compensation for the services provided per this Agreement shall be provided by the residential rehabilitation program, subject to the applicable rules and regulations governing those programs.

ARTICLE 2

CONTRACTOR AND CITY'S RELATIONSHIP

2.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

2.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable Law to perform the Contractor's Services and the Work;
- B. Is experienced in all aspects of the Work required for projects similar to the Project;

- C.** Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D.** That no employee or affiliate of the Contractor, including all Subcontractors, Subcontractors, and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

2.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 3

TERM

This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for two (2) years, or unless and until terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this Agreement, whichever occurs first. The Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval.

ARTICLE 4

CONTRACTOR'S RESPONSIBILITIES

4.1 The CONTRACTOR shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONTRACTOR.

4.2 The obligation of the CONTRACTOR to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

4.3 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional contractor or inspector under similar circumstances. If at any time during the term of this agreement, it is determined that the CONTRACTOR'S documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the CITY, the CONTRACTOR shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the CITY, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including reimbursement to the CITY for any other services and expenses made necessary thereby, save and except any costs and expenses which the CITY would have otherwise paid absent the CONTRACTOR'S error or omission. The CITY'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, or by law, equity or otherwise.

4.4 The CONTRACTOR'S obligations under Section 4.3 shall survive termination of this Agreement.

ARTICLE 5

CITY'S RESPONSIBILITIES

5.1 Assist Contractor by placing at its disposal all available information for the specific project.

ARTICLE 6

INDEMNIFICATION

6.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

B. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

C. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

D. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

E. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

6.2 The Contractor shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of contractors, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

6.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or insurance

coverage.

6.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Contractor, as consideration for the indemnification given by the Contractor to the City.

ARTICLE 7 **TERMINATION**

7.1 **TERMINATION - For Convenience** - This Continuing Services Agreement may be terminated by the CITY for convenience upon thirty (30) calendar days' written notice to the CONTRACTOR. In the event of such termination, any services performed by the CONTRACTOR under this Continuing Services Agreement shall, at the option of the CITY, become the CITY'S property, and the CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the CITY up through the date of termination. Under no circumstances shall CITY make payment for services that have not been performed.

7.2 **TERMINATION - For Cause** - This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, the CONTRACTOR shall indemnify the CITY against loss pertaining to this termination. In the event that the CONTRACTOR is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 and the provisions of Section 7.1 shall apply.

ARTICLE 8 **DEFAULT**

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

- a. Contractor has not performed Services on a timely basis;
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;

- d. Contractor has failed to obtain the approval of City where required by this Agreement;
- e. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.
- f. Contractor's refusal of re-inspection will result in terminating the CSA immediately. No future work will be awarded.

8.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will be due only for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 7 above, and its right for damages under Article 8.3.

8.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

8.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 9

DELIVERY OF MATERIALS

9.1 Upon receipt of notice of termination under Articles 7 or 8 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

9.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its

discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 10

OWNERSHIP OF DOCUMENTS

10.1 All original construction Drawings and Specifications produced by Contractor under this Agreement shall remain the property, and shall remain in the custody and possession, of Contractor, who shall retain them in confidence. Copies of all Drawings and Specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by Florida Regulations governing the practice of Contractors) of any drafts, Work papers, samples, prototypes, models, sketches, conceptual or schematic Drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which is the subject of this Agreement, regardless of the state of completion of the Work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in its possession. City may reuse the concepts, themes, ideas, and expression reflected or embodied in the Drawings and Specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and Specifications. All Contractor's Work other than one set of original construction Drawings, line Drawings, Specifications, and computer disks prepared by the Contractor shall be the property of the City and may be used by the City as the City sees fit. The original physical Drawings and Specifications retained by City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared, but not for the construction of another project on another site. All original construction Drawings, line Drawings, Specifications, and computer disks shall remain in the possession, care, custody and control of Contractor. Contractor's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the fullest extent permitted by federal and Florida Law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Contractor's Work, and agrees to sign any and all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Contractor agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to reuse same for any purpose without City's prior written consent. Contractor expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, and the City may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with the Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor shall retain copies of documents or information furnished by the City which were influential in Contractor's production of the Work so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

10.2 When the City requests that the Contractor provide to it certain plans, Specifications, or other documents in electronic form ('Electronic Documents'), the Project Contractor will do so subject to the terms of this provision. The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the Contractor's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Contractor.

ARTICLE 11

ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 12

APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 13

AUDIT AND INSPECTION RIGHTS

13.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

13.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to

the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

13.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 14

SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 15

PUBLIC RECORDS

15.1 The Contractor shall comply with The Florida Public Records Act as follows:

- 15.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 15.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 15.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- 15.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records

have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

- 15.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

15.2 Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 16

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

16.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

16.2 Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

16.3 The knowing employment by Contractor or its Subcontractors or Subcontractors of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 17

INSURANCE

17.1 Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in Section 2-7 of the RFQ.

17.2 The City shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an Additional Insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 18

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 19

NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 20

COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the

prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

SECTION 21 **CONFLICT-OF-INTEREST**

21.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by Contractor in completion of the Work tasks under this Agreement.

21.2 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 22 **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 23 **WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 24 **BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 25

NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: _____

-
-
-

TO THE CITY OF MIRAMAR:

ATTN: Vernon E. Hargray, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

Austin Pamies Norris Weeks Powell, PLLC.
Burnadette Norris-Weeks, Esq. City Attorney
401 North Avenue of the Arts (401 NW 7th Ave)
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 26

LIMITATION OF LIABILITY

26.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

26.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

26.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 27

NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 28

THIRD PARTY BENEFICIARY

It is specifically agreed between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 29

WARRANTY AND GUARANTEE

Contractor warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Contractor's profession. Contractor shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Contractor pursuant to this Agreement for four years after the date of acceptance of the Services by City. Contractor shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Contractor pursuant to this Agreement at no cost to the City.

ARTICLE 30

VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any

action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 31

HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenience only and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 32

SEVERABILITY

32.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

32.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

ARTICLE 33

SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 34 E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 35 SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 36
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Denise Gibbs
City Clerk

By: _____
Vernon E. Hargray
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City
of Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

FOR CONTRACTOR:

WITNESSES:

By: _____

Print Name: _____

Print Name: _____

Dated: _____

Print Name: _____

(CORPORATE SEAL)

AGREEMENT

(The City reserves the right to amend the terms and conditions set forth herein)

**POOL OF QUALIFIED INDIVIDUALS OR FIRMS**

**AGREEMENT BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND**

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 2021, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor"), a Florida corporation whose address is _____.

WITNESSETH:

WHEREAS, the City issued Request for Qualification No. 21-06-29 (the "RFQ") for POOL OF QUALIFIED GENERAL INSPECTORS / ENVIRONMENTAL INSPECTORS FOR THE COMPLETION OF RESIDENTIAL REHABILITATION PROJECTS (the "Work", "Project" or "Services"); and

WHEREAS, on _____, the City Commission approved the ranking of the firms responding to the referenced solicitation and authorized the negotiation of Continuing Services Agreements, for a term of two (2) years, with the _____ (____) highest ranked qualified firms; and

WHEREAS, the CONTRACTOR is one of the _____ (____) highest ranked qualified firms in the "Environmental Inspector" category, and is willing and able to perform such environmental inspection services for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement (hereinafter referred to as "Continuing Services Agreement" or "Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if CONTRACTOR is chosen from the "library" of contractors resulting from a request to submit a bid on a residential rehabilitation project; and

WHEREAS, the CITY intends and the CONTRACTOR acknowledges that any future services pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1

SPECIFIC PROJECTS, SCOPE OF SERVICES, COMPENSATION

1.1 The CONTRACTOR agrees to provide professional services to the CITY for specific projects as authorized from time to time by the CITY, in the CITY's sole discretion. The CITY reserves the right to select one or more firms to perform the services for the projects. This Agreement provides no guaranty of any minimum amount of work to CONTRACTOR.

1.2 When the need for services for a specific project occurs, the CITY may, in its sole discretion, communicate with the CONTRACTOR regarding its availability to provide services for that specific project under the terms and conditions of this Agreement. If CONTRACTOR is available and willing, the CITY shall provide CONTRACTOR with written authorization to proceed. CONTRACTOR shall complete the requested services in a diligent, expeditious and professional manner.

1.3 The CITY's Request for Qualifications for General/Environmental Inspector services is incorporated by reference herein, and this Agreement shall be subject to the provisions thereof. However, in the case of any inconsistency between that solicitation and this Agreement, this Agreement shall prevail.

1.4 CONTRACTOR's compensation for the services provided per this Agreement shall be provided by the residential rehabilitation program, subject to the applicable rules and regulations governing those programs.

ARTICLE 2

CONTRACTOR AND CITY'S RELATIONSHIP

2.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

2.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable Law to perform the Contractor's Services and the Work;
- B. Is experienced in all aspects of the Work required for projects similar to the Project;

- C.** Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D.** That no employee or affiliate of the Contractor, including all Subcontractors, Subcontractors, and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

2.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 3

TERM

This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for two (2) years, or unless and until terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this Agreement, whichever occurs first. The Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval.

ARTICLE 4

CONTRACTOR'S RESPONSIBILITIES

4.1 The CONTRACTOR shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONTRACTOR.

4.2 The obligation of the CONTRACTOR to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

4.3 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional contractor or inspector under similar circumstances. If at any time during the term of this agreement, it is determined that the CONTRACTOR'S documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the CITY, the CONTRACTOR shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the CITY, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including reimbursement to the CITY for any other services and expenses made necessary thereby, save and except any costs and expenses which the CITY would have otherwise paid absent the CONTRACTOR'S error or omission. The CITY'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, or by law, equity or otherwise.

4.4 The CONTRACTOR'S obligations under Section 4.3 shall survive termination of this Agreement.

ARTICLE 5

CITY'S RESPONSIBILITIES

5.1 Assist Contractor by placing at its disposal all available information for the specific project.

ARTICLE 6

INDEMNIFICATION

6.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

B. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

C. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

D. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

E. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

6.2 The Contractor shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of contractors, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

6.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or insurance

coverage.

6.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Contractor, as consideration for the indemnification given by the Contractor to the City.

ARTICLE 7 TERMINATION

7.1 **TERMINATION - For Convenience** - This Continuing Services Agreement may be terminated by the CITY for convenience upon thirty (30) calendar days' written notice to the CONTRACTOR. In the event of such termination, any services performed by the CONTRACTOR under this Continuing Services Agreement shall, at the option of the CITY, become the CITY'S property, and the CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the CITY up through the date of termination. Under no circumstances shall CITY make payment for services that have not been performed.

7.2 **TERMINATION - For Cause** - This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, the CONTRACTOR shall indemnify the CITY against loss pertaining to this termination. In the event that the CONTRACTOR is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 and the provisions of Section 7.1 shall apply.

ARTICLE 8 DEFAULT

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

- a. Contractor has not performed Services on a timely basis;
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;

- d. Contractor has failed to obtain the approval of City where required by this Agreement;
- e. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.
- f. Contractor's refusal of re-inspection will result in terminating the CSA immediately. No future work will be awarded.

8.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will be due only for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 7 above, and its right for damages under Article 8.3.

8.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

8.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 9

DELIVERY OF MATERIALS

9.1 Upon receipt of notice of termination under Articles 7 or 8 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

9.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its

discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 10

OWNERSHIP OF DOCUMENTS

10.1 All original construction Drawings and Specifications produced by Contractor under this Agreement shall remain the property, and shall remain in the custody and possession, of Contractor, who shall retain them in confidence. Copies of all Drawings and Specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by Florida Regulations governing the practice of Contractors) of any drafts, Work papers, samples, prototypes, models, sketches, conceptual or schematic Drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which is the subject of this Agreement, regardless of the state of completion of the Work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in its possession. City may reuse the concepts, themes, ideas, and expression reflected or embodied in the Drawings and Specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and Specifications. All Contractor's Work other than one set of original construction Drawings, line Drawings, Specifications, and computer disks prepared by the Contractor shall be the property of the City and may be used by the City as the City sees fit. The original physical Drawings and Specifications retained by City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared, but not for the construction of another project on another site. All original construction Drawings, line Drawings, Specifications, and computer disks shall remain in the possession, care, custody and control of Contractor. Contractor's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the fullest extent permitted by federal and Florida Law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Contractor's Work, and agrees to sign any and all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Contractor agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to reuse same for any purpose without City's prior written consent. Contractor expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, and the City may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with the Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor shall retain copies of documents or information furnished by the City which were influential in Contractor's production of the Work so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

10.2 When the City requests that the Contractor provide to it certain plans, Specifications, or other documents in electronic form ('Electronic Documents'), the Project Contractor will do so subject to the terms of this provision. The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the Contractor's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Contractor.

ARTICLE 11

ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 12

APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 13

AUDIT AND INSPECTION RIGHTS

13.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

13.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to

the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

13.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 14

SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 15

PUBLIC RECORDS

15.1 The Contractor shall comply with The Florida Public Records Act as follows:

- 15.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 15.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 15.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- 15.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records

have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

- 15.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

15.2 Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 16

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

16.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

16.2 Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

16.3 The knowing employment by Contractor or its Subcontractors or Subcontractors of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 17

INSURANCE

17.1 Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in Section 2-7 of the RFQ.

17.2 The City shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an Additional Insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 18

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 19

NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 20

COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the

prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

SECTION 21 **CONFLICT-OF-INTEREST**

21.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by Contractor in completion of the Work tasks under this Agreement.

21.2 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 22 **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 23 **WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 24 **BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 25

NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: _____

-
-
-

TO THE CITY OF MIRAMAR:

ATTN: Vernon E. Hargray, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

Austin Pamies Norris Weeks Powell, PLLC.
Burnadette Norris-Weeks, Esq. City Attorney
401 North Avenue of the Arts (401 NW 7th Ave)
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 26

LIMITATION OF LIABILITY

26.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

26.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

26.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 27

NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 28

THIRD PARTY BENEFICIARY

It is specifically agreed between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 29

WARRANTY AND GUARANTEE

Contractor warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Contractor's profession. Contractor shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Contractor pursuant to this Agreement for four years after the date of acceptance of the Services by City. Contractor shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Contractor pursuant to this Agreement at no cost to the City.

ARTICLE 30

VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 31

HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenience only and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 32

SEVERABILITY

32.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

32.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

ARTICLE 33

SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 34 E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 35 SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 36
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Denise Gibbs
City Clerk

By: _____
Vernon E. Hargray
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City
of Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

FOR CONTRACTOR:

WITNESSES:

By: _____

Print Name: _____

Print Name: _____

Dated: _____

Print Name: _____

(CORPORATE SEAL)

REQUEST FOR QUALIFICATIONS

POOL OF QUALIFIED GENERAL INSPECTORS AND ENVIRONMENTAL INSPECTORS FOR RESIDENTIAL REHABILITATION PROJECTS

RFQ # 21-06-29



The City of Miramar Commission:

**Wayne M. Messam
Yvette Colbourne
Winston F. Barnes
Maxwell B. Chambers
Alexandra P. Davis
Vernon E. Hargray**

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner
City Manager**

**City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

**DATE ISSUED: June 14, 2021
DATE OPENS: July 8, 2021 at 2:00 P.M.**

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INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR QUALIFICATIONS

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

RESPONSES MAY BE SUBMITTED ELECTRONICALLY VIA DEMANDSTAR, DELIVERED IN PERSON OR MAILED TO THE CITY.

Please note the following when submitting proposals via Demandstar:

1. All Proposals must be submitted on 8 ½" by 11" paper, neatly typed with normal margins and spacing.
2. All required forms must be notarized, where necessary, by a registered notary, and completed by the Proposer submitting the Proposal.
3. The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship with the City.
4. Proposals must include the following information clearly marked on the face of the solicitation:
 - a) Proposer's name, return address and telephone number;
 - b) Solicitation number;
 - c) The Solicitation Due Date and Time; and
 - d) Title of the Solicitation

Please note the following when submitting proposals in person or by mail:

All Proposals must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. One unbound one-sided original and three bound copies **(a total of four)** and **one USB with an electronic version** of the complete Proposal must be received by the deadline specified in the Solicitation Timetable. The original and all copies must be submitted in a sealed envelope or container, and will have the following information clearly marked on the face of the envelope:

- a) Proposer's name and return address;
- b) Solicitation number;
- c) The Solicitation Due Date and Time; and
- d) Title of the Solicitation

Proposals must be addressed to:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Proposals submitted at the same time for different Solicitations shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

PROPOSERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR PROPOSALS MAY BE DEEMED “NON-RESPONSIVE” AND SUCH PROPOSERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR PROPOSALS ARE OPENED IN ERROR.

PLEASE NOTE THAT ONLY PROPOSALS RECEIVED ON OR BEFORE THE DUE DATE AND TIME OF JULY 8, 2021 AT 2:00 P.M. EST WILL BE ACCEPTED.

SUBMITTING A PROPOSAL IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR QUALIFICATIONS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS WILL NOT BE CONSIDERED.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

Wherever used in these General Terms and Conditions or in the other Contract Documents the following terms have the meanings indicated:

The term "Addenda" shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term "Application for Payment" shall mean the form furnished by the Consultant to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

The term "Amendment" shall mean a document signed by the Consultant and the City that authorizes an adjustment in the Work, Contract Price, or Contract Time.

The terms "Architect" or "Consultant" shall refer to the professional that will contract with the City to provide professional architectural and/or design Services for this Project.

The term "Best and Final Proposal(s)" shall refer to the final quote submitted after negotiations are completed containing the Proposer's most favorable terms for price, Services and products to be delivered.

The terms "CBE" or "SBE" Firms shall refer to a business that either: (1) qualifies as a "County Business Enterprise" ("CBE") as defined in the Broward County Code, has a valid Broward County business tax receipt, and is located in and doing business in Broward County, or (2) qualifies as a "Small Business Enterprise" ("SBE") as defined in the Broward County Code.

The term "FCBE Firm" shall refer to a business that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "City Commission" shall mean the governing and legislative body of the City.

The term "City Manager" shall mean the Chief Administrative Officer of the City.

The term "Claim" shall mean a demand, assertion, dispute, or other such claim by one of the parties arising out of or based upon the terms and conditions of the Contract Documents.

The terms "Contract" or "Agreement" shall refer to the Contract that may result from this Request for Qualifications. "Contract" shall refer to the enclosed contract, provided for illustrative purposes only, and subject to modification by the City.

The term "Contract Documents" shall mean the Request for Qualifications, all attachments and exhibits, Qualification Forms (including the Quote, information required of Proposer, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Terms and Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings, and all addenda and Change Orders.

The term "Contract Price" shall mean the original contract amount established in the Proposal and awarded by the City, as may be amended by Change Order.

The term "Contract Time" shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order.

The term "Day" shall mean a calendar day of 24 hours measured from midnight to 11:59 P.M.

The term "Defective Work" shall mean Work that is unsatisfactory, faulty, or deficient; or that does not conform to the requirements of the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The term "Design Consultant," "Consultant," or "Architect" shall refer to the design professional engaged by the City to provide professional design Services for this Project.

The terms "Drawings" and/or "Plans" shall mean the official drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work and which have been prepared by the Consultant and are referred to in the Contract Documents

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable stated in Section 2 of this Solicitation.

The term "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it was executed. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The term "Final Completion" shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Consultant have been received by the City; and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term "Force Majeure" shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human action, such as, hurricanes, tornados, flood, and loss caused by fire, and other similar unavoidable casualties; changes in federal Law, state or local Laws, ordinances, codes or Regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Consultant decide in writing to justify the delay. Provided, however, that market conditions, labor conditions, and similar matters which normally impact the Work shall not be considered Force Majeure.

The term "Goods" shall refer to all Materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The terms "Laws and Regulations", or "Laws" or "Regulations" shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state and local government entities and/or agencies.

The term "Local Business" shall refer to a firm that is domiciled and doing business within the City of Miramar City limits and complies with all City of Miramar licensing requirements, and is current on all City taxes.

The term "Materials" shall mean materials incorporated in this Project or used or consumed in the performance of the Work.

The term "Notice of Intent to Award" shall mean the written notice by the City to the apparent Successful Proposer stating that upon compliance by the apparent Successful Proposer with the conditions precedent therein within the time specified, the City may enter into a Contract.

The term "Notice to Proceed" shall mean any written notice issued by the City to the Successful Proposer authorizing the Successful Proposer to proceed with the Work.

The terms "Procurement Office" or "Procurement Department" shall refer to the Procurement Office of the City.

The term "Proposal" shall mean any offer(s) submitted in response to this Request for Qualifications.

The term "Proposal Forms" shall mean the forms required to be submitted in accordance with this Request for Qualifications.

The term "Proposer" shall refer to any Consultant submitting a Proposal in response to this Request for Qualifications.

The terms "Request for Qualifications," "RFQ," or "Solicitation" shall mean this Request for Qualifications, including all exhibits, attachments, amendments, and change orders issued by the Procurement Department.

The terms "Section 3 Business" shall mean a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed:

- (1) At least 51 percent of the business is owned by low-income people; or
- (2) Low-income people work more than 75% of the labor hours worked at the business; or
- (3) At least 25 percent of the business is owned by public housing residents or Section 8 residents (either tenant-based or project-based).

* Section 3 requirements may be amended by the federal government from time to time and proposers agree to comply with any such amendments.

The terms "Section 3 Worker" shall mean:

- (1) The worker's income is less than the income limit set by HUD for the program triggering Section 3 (for example 80% of AMI for CDBG and HOME; or
- (2) The worker lives in a "qualified census tract"; or
- (3) The worker is employed by a Section 3 business.

* Section 3 requirements may be amended by the federal government from time to time and proposers agree to comply with any such amendments.

The terms "Specifications" or "Technical Specifications" shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The terms "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contracts with the Successful Proposer to furnish labor, or labor and Materials, in connection with the Work or Services for the City, whether directly or indirectly on behalf of the Successful Proposer.

The term "Substitutions" shall mean Materials, products, equipment or system, that are alternate from those originally specified in the Contract Documents.

The term “Successful Proposer” shall refer to the Consultant receiving an award of a Contract as a result of this Request for Qualifications.

The term “Supplier” shall mean a manufacturer, fabricator, supplier, distributor, Material man, or Vendor.

The term “Surety” shall mean the surety company or individual which is bound by the performance bond and payment bond with and for the Successful Proposer who is primarily liable, and which surety company or individual is responsible for the Successful Proposer’s satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

The term “Taxes” shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

The term “Vendor” shall mean all merchants, Material men, Suppliers of labor, Material and equipment, providers and all other professionals who are currently under service contracts with the City and are delivering Services to the City.

The term “Weather Delays” shall mean Work stoppage caused by abnormal inclement weather, where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs, has caused the Consultant to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for Work Day only. No time extension will be allowed for weekend rains.

The term “Work Day” shall be as defined in Section 10-114 of the City of Miramar Code of Ordinances, being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless otherwise provided in the General Requirements.

The terms “Work”, “Scope of Work”, “Scope of Services”, “Services”, “Program”, “Project”, or “Engagement” shall mean all matters and things and includes all labor, Materials, equipment and Services that are required to be provided by the Successful Proposer in accordance with this Solicitation.

1-2 AVAILABILITY OF REQUEST FOR QUALIFICATIONS

The City uses Demandstar platform to distribute solicitations and accept proposals and bids through e-bidding. Vendors that choose to access solicitations and submit responses to solicitations via Demandstar must register their business with

DemandStar by completing registration online at www.demandstar.com or by calling (866) 273-1863.

DemandStar charges a nominal fee for distribution of solicitation packages and distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service.

Registration with DemandStar is optional and at the sole discretion of the Proposer. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation and can obtain a copy of the solicitation by contacting the City's Procurement Office.

To request the Solicitation from the City's Procurement Office, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and e-mail address.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Office run the risk of not receiving amendments to the Solicitation. Such Proposers are solely responsible for those risks.

Note: Vendors that are registered with DemandStar to receive solicitations from agencies in Broward County do not require a separate registration to receive solicitations from the City of Miramar.

1-3 CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising and until the City Commission approves an award, there is a prohibition on communication by Proposers (or anyone on their behalf) with City's professional staff or Evaluation Committee members regarding this RFQ. This does not apply to oral communications at pre-proposal conferences, oral presentations before evaluation committees, contract negotiations, public presentations made to the City Commission during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

Any questions, explanations, or other request by Proposers regarding this Solicitation must be requested in writing to the City's Procurement Department noted below. Failure to comply with these provisions may render a Proposal "Non-Responsive" and may result in other penalties as provided by Law.

All inquiries regarding this Proposal must be written and should be **emailed** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL33025
Attn: Darlene Charles
Procurement Analyst
Phone: (954) 602-3047
Email: dicharles@miramarfl.gov

1-4 CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the process of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of this Solicitation.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable Laws and Regulations.

b) Additional Information/Addenda.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address listed above. Requests must be received by the Procurement Department by the Due Date and Time stated in the Solicitation Timetable. Any request received after that time may not be reviewed for inclusion in this Solicitation. Requests shall contain the requester's name, address, telephone number, fax number and e-mail address.

2) Responses to any inquiry shall be made by the Procurement Department, by written Amendment to the Solicitation, per the date stated in the Solicitation Timetable. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation or in any Addenda issued. Where there appears to be a conflict between this Solicitation and any Addenda issued, the last Addendum issued shall prevail.

3) It is the Proposer's sole responsibility to ensure receipt of all addenda and substitute Proposal Forms.

- c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions (if any), the Special Conditions (if any), the Specifications or Scope of Work and Specific Requirements, the Contract, or any Amendment issued, the order of precedence shall be: the last Addendum issued, the Specifications or Scope of Work and Specific Requirements, the Special Conditions (if any), the General Terms and Conditions (if any), and the Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by contacting the City's Procurement Office at the address indicated above.

1-5 PREPARATION AND SUBMISSION OF A PROPOSAL

- a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the submittal being deemed "Non-Responsive."

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

- 3) Any telegraphic or facsimile Proposal shall not be considered.

4) The apparent silence or omission of any detail or description concerning the Services requested in the Scope of Work and/or any Amendment regarding same shall be interpreted as meaning only the best commercial practices are to prevail, and that only Materials and workmanship of first quality will be used. All interpretations of the Scope of Work shall be made upon the basis of this Solicitation, and if the Solicitation is silent, on industry standards of best practices.

- b) Vendor Registration is **not** required.

c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving any funding from the City.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

All Proposers shall submit a signed and notarized statement with their Proposals on the form entitled "**PUBLIC ENTITY CRIMES.**"

e) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City's Preference to Businesses with Drug-free Workplace Program as defined in Section 2-456 of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state Law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT.**"

f) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT.**"

g) Non-Collusion Affidavit.

All Proposers shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which their Proposal has been submitted; or to refrain from submitting a Proposal in connection with such Work; or have in any manner, directly or indirectly, sought by any person to fix the price or prices to be negotiated or that of any other Proposer to be negotiated, or to fix any overhead, profit, or cost elements of the price to be negotiated, or that of any other Proposer to be negotiated, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Work. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION AFFIDAVIT.**"

h) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT.**"

i) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

j) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation.

k) Antitrust Laws.

By submission of a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida.

l) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or within one year prior to the Due Date and Time. Proposers are required to disclose any such conflict that occurs after the Proposal Due Date and Time at the time of occurrence of such conflict of interest.

m) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and current fees and Taxes due to the City from the Proposer have been paid. The City may require verification and satisfaction of all delinquencies and current fees and Taxes due prior to recommending a Proposer for the award of any Contract.

n) Preferences.

CBE, FCBE or SBE Firms. Except where federal, state or county Law mandates to the contrary, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

Application of preferences. In the application of any preference granted by the City Code or City policies in regard to this RFQ, the preference is applied by adding the specified points to the evaluation criteria scoring.

1-6 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or allowed.

1-7 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, in its sole and absolute discretion, at any time prior to City Commission award and approval of a Contract, reject all or any parts of any or all Proposals, re-advertise this Solicitation, postpone, or cancel this Solicitation, or waive any irregularities in this Solicitation or any process used in this Solicitation.

1-8 COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City shall be borne by the Proposer(s). No payment shall be made for any responses received by the City or effort required of or made by the Proposer(s) prior to commencement of Work authorized pursuant to the Contract.

1-9 ORAL PRESENTATIONS

The City may require Proposers to perform oral presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee and/or the City Commission. If required, the City shall provide Proposers with as much advance notice as possible prior to the date of such a presentation.

1-10 EXCEPTIONS TO THE SOLICITATION

Exceptions are not applicable to this Solicitation. Taking exceptions in the Proposal may render the Proposal "Non-Responsive".

1-11 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are provided with notice that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law".

All Proposals submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal in its best interest. Acceptance or rejection of any Proposal does not affect the City's rights hereunder.

1-12 EVALUATION OF PROPOSALS

a) Rejection of Proposal.

The City may reject any Proposal, and award the Contract to the next highest scoring Proposer or re-advertise for all or any part of this Solicitation whenever it is deemed in the best interest of the City, in the City's sole discretion. The City shall be the sole judge of what is in its "best interest." The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, Tax, or other obligation.

c) Waiver of Informalities.

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

d) Demonstration of Competency.

1) A Proposal will only be considered from a firm regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, equipment, and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's facilities and site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance and experience with the City or any other governmental entity.

3) The City reserves the right to audit all records pertaining to any award resulting from this Solicitation, whether financial or otherwise.

e) Copy of Abstract of Proposals.

A copy of the Proposal abstract will be made available through www.DemandStar.com or may be requested in person from the Procurement Department. Proposal results shall not be provided by telephone or facsimile.

1-13 NEGOTIATIONS

Not applicable to this solicitation.

1-14 AWARD OF AGREEMENT(S)

a) Agreement(s).

This Solicitation contains the document entitled "AGREEMENT." After award, a Contract similar to the Agreement, inclusive of all attachments and any modifications which the City ***in its sole discretion may make***, and reflecting all requirements, terms and conditions of this Solicitation, and any negotiated changes, will constitute the entire agreement between the parties. No rights shall inure to the Successful Proposer pursuant to this Solicitation until the Agreement has been executed by both parties thereto.

b) Additional Information.

The award of the Contract may be preconditioned on the subsequent submission of other documents in connection with this Solicitation. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next most qualified, responsive, responsible Proposer.

c) Independent Contractor.

The Successful Proposer shall be a Consultant operating independently from the City. The employees and Subcontractors or Subconsultants of the Successful Proposer shall not be considered or deemed employees, Subcontractor or Subconsultants or agents of the City, nor shall such employees and Subcontractor or Subconsultants of the Successful Proposer have any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits. The Successful Proposer shall supply competent and physically capable employees and Subcontractor or Subconsultants. The City may require the Successful Proposer to remove any employee or Subcontractor or Subconsultant it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension.

To the extent applicable, the City reserves the right to automatically extend the Contract for up to 180 calendar Days beyond the stated Contract term under the same terms and conditions of the Contract. The City shall notify the Successful Proposer(s) in writing of such extensions. Additional extensions beyond the first 180 Day extension may occur, if approved by the City Commission with the mutual agreement of the Successful Proposer.

e) Limited Contract Extension.

Any Work commencing prior to the termination date of the Contract and extending beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods provided pursuant to the Contract.

g) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that the Contract does not grant any exclusive rights to the Successful Proposer to receive all orders that may be generated by the City in connection with the types of Goods and/or Services required herein.

1-15 RIGHT OF APPEAL

a) After a notice of intent to award a Contract is posted by the City, any actual or prospective Proposer who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may file a protest with the Chief Procurement Officer. A protest must be filed within five business days after the posting of the notice of award or the right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest and accompanying required filing fee are received by the Chief Procurement Officer.

b) The protester must include a nonrefundable filing fee to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule provided below:

Contract Award	Protest Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

1-16

RESULTING CONTRACTOR OBLIGATIONS

- a) Rules, Regulations, Licensing, and Other Requirements.

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

- b) Condition of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

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REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of \$25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled “**PROPOSER’S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**” with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL “NON-RESPONSIVE.”**

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VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may do so by visiting the following link: <https://www.miramarfl.gov/189/Vendor-Registration>.

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ACCEPTANCE OF CREDIT CARDS

The City of Miramar has implemented a Purchasing Card (P-Card) Program. Vendors must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the City may opt to use the P-Card (SunTrust Mastercard) as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Contractors shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

SECTION 2

STATEMENT OF WORK AND SPECIFIC REQUIREMENTS

CITY BACKGROUND

2-1 CITY BACKGROUND

The City of Miramar is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past several years, with an increase in population from 72,739 in 2000 to approximately 140,564 residents to date (based on the US Census' estimation for 2018). The City's infrastructure, residential, commercial, and economic development have also increased at an explosive pace during the same period. The City is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

2-2 PROJECT BACKGROUND

The City of Miramar is seeking to engage the Services of a qualified licensed **General Inspector** and **Environmental Inspector** to provide professional Services for the Residential Rehabilitation Program.

The Minor Home Repair activity is funded by the Community Development Block Grant (CDBG) Program; State Housing Initiatives Program (SHIP); and/or the HOME Investment Partnership Program. It may receive other additional funding sources that become available. All of these programs aim at providing repairs necessary to ensure safe and decent housing, eliminate any instances of substandard housing and preserve the City's affordable housing stock.

2-3 STATEMENT OF WORK AND SPECIAL REQUIREMENTS

The intent of this RFQ is to create a pool of qualified **General Inspectors** and a pool of **Environmental Inspectors**, with significant, verifiable experience in developing a Scope of Work and providing oversight for residential rehabilitation projects.

Proposers shall specify the category of their expertise to which they are submitting their Proposal and indicate same on the front of their Proposal for ease of evaluation. For either the General Inspector or the Environmental Inspector category, Proposers shall ensure that their team is capable of performing all of the Services listed for each category.

Inspectors participating in the current pool must respond to this RFQ to be considered for the new pool.

GENERAL INSPECTOR:

As each rehabilitation Project is determined, an inspector will be chosen from the approved pool of general inspectors to prepare the Project Scope and provide ongoing Project support.

The types of services to be rendered include the following:

1. Prepare appropriate Scope of Work for residential rehabilitation Projects that:
 - a. Comply with the Florida Building Code standards.
 - b. Comply with Broward County, Florida, codes and/or ordinances.
 - c. Comply with the City of Miramar Land Development Codes as adopted.
 - d. Comply with the Federal Housing Code: Housing Quality Standards.
 - e. Comply with all applicable federal, state and local codes.
 - f. Stop weatherization penetration to make residences more energy efficient.
 - g. Abate health and safety issues in residential structures.
 - h. Provide safe electrical and mechanical systems.
 - i. Improve the general conditions of residential structures.
2. Provide cost estimates in keeping with City approved standards.

SCOPE OF SERVICES – GENERAL INSPECTORS

The General Inspectors Services required include but are not necessarily limited to the following:

1. Perform comprehensive inspection, visual or otherwise, as required.
2. Prepare written inspection report identifying any and all defects. Inspection report must include two sets of color photos of those items needing repair or replacement.
3. Complete scope of work that adheres to the City of Miramar's Residential

Rehabilitation Program Property Standards.

4. Provide line item cost estimates that adhere to City of Miramar's approved standards.
5. Work with City's quality control inspector, program staff and consultants to finalize Work specifications.
6. Organize and conduct pre-bid conferences for each Project utilizing City's approved general contractor's pool.
7. Complete interim site inspections as scheduled.
8. Review change orders submitted by contractor.
9. Conduct final inspections when requested. Complete property re-inspections for punch list items until all items are completed in accordance with approved Work specifications.
10. Produce quality Work. City reserves the right to remove the company from the pool for unsatisfactory work.
11. Abide by and adhere to all conditions and requirements of the rehabilitation program, including City requirements and federal provisions.
12. Complete all inspections and Work specifications in a timely manner.
13. Establish and maintain professional and pleasant rapport with the City, City's Consultant and property owners.
14. Must adhere to all federal provisions, including record keeping, and equal opportunity.
15. General Inspector may be required to conduct interim inspections. Refusal of re-inspection could result in the termination of the CSA.

FIRM QUALIFICATIONS – GENERAL INSPECTORS

Respondents must meet the following minimum qualification and provide the following information:

1. Profile of company and to include the Principals/Officers, Directors and stockholders.
2. At least three years of experience of scope preparation within Broward County.
3. At least two years of experience in General Contracting or rehabilitation.

4. At least three years of experience working with state and/or federally funded housing rehabilitation programs.
5. A minimum of three credible references to support experience. References should be submitted on the Reference Questionnaire provided in this solicitation.
6. Copies of city and county business tax receipts.
7. Size of past jobs and clients.
8. Must have a valid Home Inspector's License from the State of Florida at the time of RFQ submittal.

ENVIRONMENTAL INSPECTOR:

An inspector will be chosen from the approved pool on an as needed basis. The types of services to be rendered include the following:

1. Perform inspection, visual or otherwise, as required, and prepare written inspection report identifying any and all defects.
2. Prepare appropriate Scope of Work for remediation of residential rehabilitation projects that:
 - a. Comply with Florida Building Code standards
 - b. Comply with Broward County, Florida, Codes and/or ordinances
 - c. Comply with the City of Miramar Land Development Codes as adopted
 - d. Comply with the Federal Housing Code: Housing Quality Standards
 - e. Comply with 24 CFR Part 35 – HUD Lead-Based Paint Regulation
 - f. Comply with all applicable federal, state and local codes
 - g. Stop weatherization penetration to make residences more energy efficient
 - h. Abate health and safety issues in residential structures, including but not limited to mold.
 - i. Provide safe electrical and mechanical systems
 - j. Improve the general conditions of residential structures.
3. Provide cost estimates in keeping with City approved standards.
4. Complete Scope of Work that adheres to the City of Miramar's Residential Rehabilitation Program Property Standards.
5. Produce quality Work. City reserves the right to remove the company from the pool for unsatisfactory work.
6. Abide by and adhere to all conditions and requirements of the

rehabilitation program.

7. Complete all Work in a prompt and timely manner.
8. Effectively practice sound financial business practices and fiscal responsibility.
9. Establish and maintain professional and pleasant rapport with the City, City's Consultants, and property owners.
10. Environmental Inspector may be required to conduct interim inspections. Refusal of re-inspection could result in termination of the CSA.

FIRM QUALIFICATIONS – ENVIRONMENTAL INSPECTORS

Respondents must meet the following minimum qualification and provide the following information:

1. At least three years of experience of scope preparation within Broward County.
2. Lead-Safe Certification from Environmental Protection Agency.
3. A licensed Mold Assessor or Mold Remediator in the State of Florida.
4. At least two years of experience in General Contracting or rehabilitation.
5. At least three years of experience working with state and/or federally funded housing rehabilitation programs.
6. A company profile, including the Principals/Officers, Directors and stockholders.
7. A minimum of three credible references to support experience. References should be submitted on the Reference Questionnaire provided in this solicitation.
8. Copies of city and county business tax receipts.
9. Size of past jobs and clients.

2-4 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

RFQ TIMETABLE	
RFQ advertised	June 14, 2021
Virtual Pre-Proposal Conference	June 23, 2021
Deadline for written questions	June 28, 2021
Due Date and Time for this RFQ	July 8, 2021
Award Recommendations	TBD

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

2-5 TERM OF CONTRACT

The Pool resulting from this Solicitation shall commence upon the date of execution and shall remain in effect for a period of two years. The Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission. At the discretion of the City and additional firms may be added to the pool.

2-6 METHOD OF AWARD:

The scoring of the Proposals will be based on a point total and not a percentage factor. The Selection Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below to create a pool of qualified inspectors. **All Proposers with a combined average score of 75 or more (in each category) will qualify for placement in the pool.** After the final ranking, the Chief Procurement Officer will present the Selection Committee's recommendation to the City Commission and request approval of the ranking and to enter into Continuing Services Agreements with firms who have scored 75 points or more and qualified for placement in the pool(s).

General Inspectors will be chosen from the pool on a rotational basis, starting with the highest ranked firm. Inspectors will be paid \$1,000 for initial inspections and \$1,000 for final inspections.

Environmental Inspectors will be chosen from the pool on a rotational basis, starting with the highest ranked firm. Inspectors will be paid \$500 for lead inspections and \$650 for mold inspections.

2-7 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer shall submit fully and accurately documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to the City's grant administrator. All documentation shall reference the Contract number, the type of Service(s) provided, and the dates or period(s) that the Service(s) were provided in the prior 30 days.

2-8 INSURANCE

Proposer agrees that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local Laws and Regulations now in effect or hereinafter enacted during the term of the Contract that are applicable to Successful Proposer, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by Law. Proposer shall maintain such insurance in full force and effect during the life of the Contract. Proposer shall provide the City's Risk Manager with certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Proposer shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation Laws apply.

Proposer shall indemnify and save the City harmless from any damage resulting to them for failure of either Proposer or any Subcontractor to secure or maintain such insurance.

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance

Proposer shall maintain the following minimum limits of insurance (unless higher limits are required by Law or statute):

1. Professional Liability: \$1,000,000
2. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence; property damage and medical expense \$10,000; personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000; and general aggregate \$2,000,000.
3. Automobile Liability: \$1,000,000 combined single limit per accident.
4. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
5. Workers' Compensation: Statutory

Required Insurance Endorsements

The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy as in respects to liability arising from Work or operations performed by or on behalf of the Proposer.

2. WAIVERS OF SUBROGATION - Proposer agrees to waive all rights of subrogation against the City by policy endorsement for loss, damage, claims, suits or demands, however caused:

- a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

2-9 CONTENTS OF PROPOSAL

To facilitate the analysis of responses to this RFQ, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this Section. **Proposers must respond in full to all RFQ sections and follow the indicated RFQ format (section numbering, and similar matters) in their Proposals. Failure to follow these instructions may result in rejection of the Proposal.**

a) The Proposal must consist of the components listed below.

1) The Qualification Proposal:

i) Cover Page

The form entitled "PROPOSAL COVER PAGE" (SECTION 3) is to be used as the cover page for the Qualification Proposal. This form must be fully completed and signed by an authorized officer of the Proposer.

ii) Table of Contents

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

iii) Executive Summary

Each Proposer shall provide a brief summary describing the Proposer's ability to perform Work requested in this Solicitation; a history of the Proposer's background and experience providing services; the qualifications of the Proposer's personnel to be assigned to this Project; the Subcontractors, Subconsultants, and/or Suppliers (if any) and a brief history of their background and experience, and any other information called for by this Solicitation that the Proposer deems relevant. This summary should be brief and concise to apprise the reader of the experience and qualifications of the Proposer, staff, Subcontractors, Subconsultants, and/or Suppliers (if any).

iv) Required Information.

Proposers shall provide documentation that demonstrates their ability to satisfy the required information contained herein. Proposers who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed "Non-Responsive". If a prescribed format or required documentation for the response to information requirements is listed below, Proposers must use the required format and supply said documentation. See form entitled "**PROPOSER INFORMATION FORM**" (**SECTION 3**).

v) Technical Information.

A) Describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and Project personnel that will perform Work; describe methods or benchmarking systems used to ensure quality service, customer satisfaction, prompt complaint resolution, quality control, and timely initiation and completion of all Work.

B) Provide relevant background information on your firm, including a brief history, firm ownership, and organizational structure, location of headquarters, and number and location of offices.

C) List any subsidiary/affiliate company of the Proposer in the same business, the nature of the relationship, and the location of their office(s).

D) Provide a description or information concerning or substantiating each of the requirements below:

- 1) Drug-free Work Place.
- 2) Employee drug testing program.
- 3) Proposer's experience, past performance, financial capabilities, violations, and litigation.
- 4) Proposer's social responsibility, charitable acts and contributions, and benevolence programs.

E) State the number of years the Proposer has been in business and the number of years in operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business and identify the name of each business. Failure to include such information will be deemed by the City as an intentional misrepresentation and may render the Proposal "Non-Responsive".

F) Provide a detailed description of the largest projects the Proposer is either performing or has completed within the last five years which are similar in scope. The specific role of the Proposer in any project that is included must be described in detail. The description should identify for each project or contract:

- 1) The name and size firm of the client, address, telephone number and the name of the contact person;
- 2) A description of the required work;
- 3) The contract term;
- 4) A statement as to whether the Proposer was a prime consultant, Subcontractor, Subconsultant, Subcontractor or Supplier; and
- 5) The result of the project.

G) List any and all contracts the Proposer has performed for the City.

H) Describe any other experience related to the Work or Services described in **SECTION 2, SCOPE OF WORK AND SPECIFIC REQUIREMENTS**.

I) Proposers shall provide evidence of financial stability for the last three years.

J) Describe any prior or pending litigation or investigation, whether civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees (while in the performance of their duties), Subcontractors or Subconsultants (if any) is or has been involved within the last five years.

K) Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency against the Proposer or any of its employees (while in the performance of their duties), Subcontractors or Subconsultants (if any) within the last five years.

L) Confirm in your Proposal that your firm has errors and omissions insurance and identify the carrier and amounts.

vi) Key Personnel and Subcontractors or Subconsultants.

A) Provide an organizational chart showing all individuals, including their titles, who will perform any Work under the Contract. This chart must clearly identify the Proposer's employees and those of the Subcontractors or Subconsultants (if any).

B) Describe the expertise of your firm's professional staff for both the local office and the entire organization. Describe the experience, qualifications, and other relevant information, including relevant experience on similar contracts, for all key individuals and Subcontractors or Subconsultants (if any) who will perform Work under the Contract. This information shall include functions to be performed by key individuals, Subcontractors or

Subconsultants to include the number of professionals in each of the following categories:

- 1) Licensed consultants;
- 2) Unlicensed technical support staff; and
- 3) Administrative staff

C) Describe the team that would serve the City. List each team member's role on this Engagement, professional designation, qualifications, experience, education, and clients with similar services.

D) Provide resumes with job descriptions and other detailed qualifications and information on all key personnel who will be assigned to the Contract, including any Subcontractors or Subconsultants. The phrase "all key personnel" includes all partners, managers, senior employees and other professional or technical staff that will perform Work under the Contract.

E) List names and addresses of all first tier Subcontractors, Subconsultants, or Suppliers who will perform and/or provide Work or Services under the Contract.

F) The City strongly encourages and supports Proposers who are registered as CBE, FCBE, SBE, and/or Local Businesses. Additional points will be allotted in the evaluation process for such businesses.

G) The Successful Proposer's work will be evaluated at the completion of this Project by the City's Project Manager for this Project. The Successful Proposer's Performance Evaluation form is attached for informational purposes.

vii) Affidavits and Acknowledgements.

- A) PROPOSAL COVER PAGE
- B) ADDENDA ACKNOWLEDGEMENT FORM
- C) PROPOSER INFORMATION FORM
- D) PROPOSER'S DISCLOSURE OF
SUBCONTRACTORS, SUBCONSULTANTS, AND
SUPPLIERS (IF ANY)
- E) DRUG-FREE WORKPLACE AFFIDAVIT

- F) ANTI-KICKBACK AFFIDAVIT
- G) NON-COLLUSIVE AFFIDAVIT
- H) NON-DISCRIMINATION AFFIDAVIT
- I) BUSINESS/VENDOR PROFILE SURVEY
- J) PUBLIC ENTITY CRIMES
- K) CERTIFICATION REGARDING LOBBYING,
DEBARMENT, SUSPENSION & OTHER
RESPONSIBILITY MATTERS
- L) DEBARMENT, SUSPENSION & OTHER
RESPONSIBILITY MATTERS
- M) FORM W-9 REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND
CERTIFICATION
- N) VENDOR PERFORMANCE EVALUATION

2-10 EVALUATION CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a Selection Committee appointed by the Chief Procurement Officer. The Selection Committee may be comprised of any combination of city staff, consultants, or other non-city persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The scoring of the Proposals will be based on a point total and not a percentage factor. The Selection Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below to create a General Inspectors Pool and an Environmental Inspectors Pool for future residential rehabilitation projects. **All Proposers with a combined average score of 75 or more will qualify for placement in the pool.** The Selection Committee shall reserve the right to require oral presentations from one or more of the Proposers and shall have the option to request additional information resulting from such presentations. After the final ranking, the Chief Procurement Officer will present the Selection Committee's recommendation to the City Commission and request approval of the ranking and to enter into Continuing Services Agreements with firms who have qualified for placement in the General Inspectors Pool and/or Environmental Inspectors Pool for residential rehabilitation projects.

The Selection Committee will evaluate and rank responsive Proposals on the Qualifications criteria listed below:

<u>Criteria</u>	<u>Points</u>
1) Company's background, qualifications, credentials and in-house expertise in residential rehabilitation projects	25
2) Previous experience working with state and/or federally funded housing rehabilitation programs	25
3) Financial capability of the Company	10
4) Project management and construction administration capabilities	10
5) Applicability and quality of references of similar size and scope	15
6) Capacity to meet peak phases of work and multiple projects	5
7) Ability to work with Staff, City's Consultant and property owners	5
8) CBE/FCBE/SBE Preference	5
Total	100

Scoring for References (Criteria 5):

Proposers must submit three (3) completed and signed Reference questionnaires (**See Section 3**), for which work was satisfactory. Each completed and signed Reference questionnaire that is satisfactory in ALL areas will receive 1/3 of the possible points allocated. If a questionnaire contains an area that is unsatisfactory, Proposer will not be awarded points for that reference questionnaire.

Example 1:

Firm "A" submits 3 Reference Forms that are satisfactory in all areas

$1/3 \times 3$ (reference sheets) $\times 15$ (total possible points) = 15 points

Example 2:

Firm "B" submits 2 Reference Forms that are satisfactory in all areas

$1/3 \times 2$ (reference sheets) $\times 15$ (total possible points) = 10 points

2-11 VIRTUAL PRE-PROPOSAL CONFERENCE

All Proposers or their representatives are strongly encouraged to attend a virtual pre-proposal conference on June 23, 2021 at 11 A.M., EST. This information session will include a presentation regarding federal, state, and local program requirements and presents an opportunity for all questions or concerns regarding the RFQ requirements to be addressed. Submission of a proposal subsequent to this pre-proposal conference constitutes the Proposer's acknowledgement of full understanding of the program requirements and work to be performed, and the intent to comply with all applicable guidelines.

Meeting Info:

Join by phone:
+1-415-655-0001 US Toll

Meeting number (access code): 1720 52 5032

Meeting password: RSrBFnT3F83

2-12 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands and acknowledges that agreements with governments are subject to certain Laws and Regulations, including laws pertaining to (without limitation) matters such as public records, conflict of interest, and record keeping. The Successful Proposer agrees to comply with and observe all applicable Laws, codes and ordinances, as they may be amended from time to time.

2-13 POINT OF CONTACT

For any additional information regarding the Specifications and requirements of this Solicitation, contact the Procurement Department at the address indicated herein.

Attn: Darlene Charles
Procurement Analyst
Procurement Department
City of Miramar
2200 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3047
Email: dicharles@miramarfl.gov

SECTION 3 FORMS

PROPOSAL COVER SHEET – RFQ #21-06-29

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: _____	Title: _____
EMAIL ADDRESS: _____	
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE:	FAX:
(_____) _____	(_____) _____
PROPOSER'S ORGANIZATION STRUCTURE:	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____ Date: _____	
Print name: _____ Title: _____	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

REFERENCE QUESTIONNAIRE

Reference For (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____ E-mail: _____

Provide a reference for the above-named firm by indicating below the level of satisfaction with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing "N/A" for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide General or Environmental Inspection Services?		
2	How would you rate the experience and professionalism of the firm's staff?		
3	How would you rate the accessibility and responsiveness of the firm's staff?		
4	How would you rate the firm's ability to work with Staff, property owners and other stakeholders?		
5	How would you rate the firm's capacity to meet peak phases of work and multiple projects?		
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

***This form must be completed and signed by the person providing the reference.**

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

PROPOSER:

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

PROPOSER'S INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida business tax receipt type and number: _____
- (3) County (state county) business tax receipt type and number: _____
- (4) City business tax receipt license type and number: _____

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing services/commodities for similar (government) organizations:

- (6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER'S INFORMATION FORM (CONTINUED)

Please list five Government contract references:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

PROPOSER'S INFORMATION FORM (CONTINUED)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS (IF APPLICABLE)

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

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

- a) 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.
- b) 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.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - 2) 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
 - 3) 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.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)

FLORIDA STATE STATUTE 287.087

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

Proposer's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of _____, 20____

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss:

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

a) He/she is the _____,
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the attached
Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) 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 proposing in connection with such Work or have in any manner, directly or indirectly, sought by person to fix the price or prices to be negotiated or that to be negotiated by any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price to be negotiated or to be negotiated by 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;

e) The price or prices to be negotiated will be fair and proper and will not be 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.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)
County of _____) ss:

BEFORE ME, the undersigned authority, _____
personally appeared to me and known by me _____ or produced identification _____
to be the person described herein and who executed the foregoing Affidavit and
acknowledged to and before me that _____ executed said
Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public
State of Florida At Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of _____, 20____

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

- ☐ A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).

A copy of FCBE Certification must be attached to this form

**Business is claiming local Business Preference YES _____ NO _____
(Choose below as applicable)**

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- ☐ Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.

Attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

PUBLIC ENTITY CRIMES

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

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

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. I understand that a "public entity crime" as defined in Section 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 283.133(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 entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 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 ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 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 bids on contracts for the provision of goods or services let 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (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 has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

DATED: _____

BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20__, by _____, who is personally known to me or has
produced _____ as identification.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**CERTIFICATION REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR
EXPENDITURE OF FEDERAL FUNDS**

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:_____

Printed Name and Title of Contractor's Authorized Official:_____

Contractor / Name of company _____ Date:_____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

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

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Signature of Contractor's Authorized Official:_____

Printed Name and Title of Contractor's Authorized Official:_____

Contractor / Name of company _____ Date:_____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Miramar 3300 City Center
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person

Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

SECTION 4

SAMPLE AGREEMENT

(The City reserves the right to amend the terms and conditions set forth herein)



POOL OF QUALIFIED INDIVIDUALS OR FIRMS

AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 2021, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor"), a Florida corporation whose address is _____.

WITNESSETH:

WHEREAS, the City issued Request for Qualification No. 21-06-29 (the "RFQ") for POOL OF QUALIFIED GENERAL INSPECTORS / ENVIRONMENTAL INSPECTORS FOR THE COMPLETION OF RESIDENTIAL REHABILITATION PROJECTS (the "Work", "Project" or "Services"); and

WHEREAS, on _____, the City Commission approved the ranking of the firms responding to the referenced solicitation and authorized the negotiation of Continuing Services Agreements, for a term of two (2) years, with the _____ (____) highest ranked qualified firms; and

WHEREAS, the CONTRACTOR is one of the _____ (____) highest ranked qualified firms referenced above and is willing and able to perform such general contracting services for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement (hereinafter referred to as "Continuing Services Agreement" or "Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if CONTRACTOR is chosen from the "library" of contractors resulting from a request to submit a bid on a residential rehabilitation project; and

WHEREAS, the CITY intends and the CONTRACTOR acknowledges that any future services pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1

SPECIFIC PROJECTS, SCOPE OF SERVICES, COMPENSATION

1.1 The CONTRACTOR agrees to provide professional services to the CITY for specific projects as authorized from time to time by the CITY, in the CITY's sole discretion. The CITY reserves the right to select one or more firms to perform the services for the projects. This Agreement provides no guaranty of any minimum amount of work to CONTRACTOR.

1.2 When the need for services for a specific project occurs, the CITY may, in its sole discretion, communicate with the CONTRACTOR regarding its availability to provide services for that specific project under the terms and conditions of this Agreement. If CONTRACTOR is available and willing, the CITY shall provide CONTRACTOR with written authorization to proceed. CONTRACTOR shall complete the requested services in a diligent, expeditious and professional manner.

1.3 The CITY's Request for Qualifications for General/Environmental Inspector services is incorporated by reference herein, and this Agreement shall be subject to the provisions thereof. However, in the case of any inconsistency between that solicitation and this Agreement, this Agreement shall prevail.

1.4 CONTRACTOR's compensation for the services provided per this Agreement shall be provided by the residential rehabilitation program, subject to the applicable rules and regulations governing those programs.

ARTICLE 2

CONTRACTOR AND CITY'S RELATIONSHIP

2.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

2.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable Law to perform the Contractor's Services and the Work;

- B.** Is experienced in all aspects of the Work required for projects similar to the Project;
- C.** Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D.** That no employee or affiliate of the Contractor, including all Subcontractors, Subcontractors, and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

2.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 3 **TERM**

This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for two (2) years, or unless and until terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this Agreement, whichever occurs first. The Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval.

ARTICLE 4 **CONTRACTOR'S RESPONSIBILITIES**

4.1 The CONTRACTOR shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONTRACTOR.

4.2 The obligation of the CONTRACTOR to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

4.3 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional contractor or inspector under similar circumstances. If at any time during the term of this agreement, it is determined that the CONTRACTOR'S documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the CITY, the CONTRACTOR shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the CITY, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including reimbursement to the CITY for any other services and expenses made necessary thereby, save and except any costs and expenses which the CITY would have otherwise paid

absent the CONTRACTOR'S error or omission. The CITY'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, or by law, equity or otherwise.

4.4 The CONTRACTOR'S obligations under Section 4.3 shall survive termination of this Agreement.

ARTICLE 5

CITY'S RESPONSIBILITIES

5.1 Assist Contractor by placing at its disposal all available information for the specific project.

ARTICLE 6

INDEMNIFICATION

6.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

B. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

C. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

D. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

E. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

6.2 The Contractor shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of contractors, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

6.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or insurance coverage.

6.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Contractor, as consideration for the indemnification given by the Contractor to the City.

ARTICLE 7 **TERMINATION**

7.1 **TERMINATION - For Convenience** - This Continuing Services Agreement may be terminated by the CITY for convenience upon thirty (30) calendar days' written notice to the CONTRACTOR. In the event of such termination, any services performed by the CONTRACTOR under this Continuing Services Agreement shall, at the option of the CITY, become the CITY'S property, and the CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the CITY up through the date of termination. Under no circumstances shall CITY make payment for services that have not been performed.

7.2 **TERMINATION - For Cause** - This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, the CONTRACTOR shall indemnify the CITY against loss pertaining to this termination. In the event that the CONTRACTOR is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 and the provisions of Section 7.1 shall apply.

ARTICLE 8 **DEFAULT**

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

- a. Contractor has not performed Services on a timely basis;
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;

- c. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- d. Contractor has failed to obtain the approval of City where required by this Agreement;
- e. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.
- f. Contractor's refusal of re-inspection will result in terminating the CSA immediately. No future work will be awarded.

8.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will be due only for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 7 above, and its right for damages under Article 8.3.

8.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

8.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 9

DELIVERY OF MATERIALS

9.1 Upon receipt of notice of termination under Articles 7 or 8 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to

be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

9.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 10

OWNERSHIP OF DOCUMENTS

10.1 All original construction Drawings and Specifications produced by Contractor under this Agreement shall remain the property, and shall remain in the custody and possession, of Contractor, who shall retain them in confidence. Copies of all Drawings and Specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by Florida Regulations governing the practice of Contractors) of any drafts, Work papers, samples, prototypes, models, sketches, conceptual or schematic Drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which is the subject of this Agreement, regardless of the state of completion of the Work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in its possession. City may reuse the concepts, themes, ideas, and expression reflected or embodied in the Drawings and Specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and Specifications. All Contractor's Work other than one set of original construction Drawings, line Drawings, Specifications, and computer disks prepared by the Contractor shall be the property of the City and may be used by the City as the City sees fit. The original physical Drawings and Specifications retained by City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared, but not for the construction of another project on another site. All original construction Drawings, line Drawings, Specifications, and computer disks shall remain in the possession, care, custody and control of Contractor. Contractor's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the fullest extent permitted by federal and Florida Law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Contractor's Work, and agrees to sign any and all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Contractor agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to reuse same for any purpose without City's prior written consent. Contractor expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, and the City may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with the Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor shall retain copies of documents or information

furnished by the City which were influential in Contractor's production of the Work so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

10.2 When the City requests that the Contractor provide to it certain plans, Specifications, or other documents in electronic form ('Electronic Documents'), the Project Contractor will do so subject to the terms of this provision. The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the Contractor's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Contractor.

ARTICLE 11

ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 12

APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 13

AUDIT AND INSPECTION RIGHTS

13.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

13.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under

this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

13.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 14

SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 15

PUBLIC RECORDS

15.1 The Contractor shall comply with The Florida Public Records Act as follows:

- 15.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- 15.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 15.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- 15.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be

delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

- 15.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

15.2 Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 16

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

16.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

16.2 Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

16.3 The knowing employment by Contractor or its Subcontractors or Subcontractors of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 17

INSURANCE

17.1 Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in Section 2-7 of the RFQ.

17.2 The City shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an Additional Insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 18

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 19

NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 20
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

SECTION 21
CONFLICT-OF-INTEREST

21.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by Contractor in completion of the Work tasks under this Agreement.

21.2 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 22
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 23
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 24
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for

whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 25 **NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: _____

-
-
-

TO THE CITY OF MIRAMAR:

ATTN: Vernon E. Hargray, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

Austin Pamies Norris Weeks Powell, PLLC.
Burnadette Norris-Weeks, Esq. City Attorney
401 North Avenue of the Arts (401 NW 7th Ave)
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 26 **LIMITATION OF LIABILITY**

26.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

26.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the

City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

26.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 27

NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 28

THIRD PARTY BENEFICIARY

It is specifically agreed between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 29

WARRANTY AND GUARANTEE

Contractor warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Contractor's profession. Contractor shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Contractor pursuant to this Agreement for four years after the date of acceptance of the Services by City. Contractor shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Contractor pursuant to this Agreement at no cost to the City.

ARTICLE 30

VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 31

HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenience only and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 32

SEVERABILITY

32.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

32.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

ARTICLE 33

SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may

immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 34 E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 35 SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 36
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Denise Gibbs
City Clerk

By: _____
Vernon E. Hargray
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City
of Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

FOR CONTRACTOR:

WITNESSES:

By: _____

Print Name: _____

Print Name: _____

Dated: _____

Print Name: _____

(CORPORATE SEAL)

CONSTRUCTION AND FACILITIES MANAGEMENT DEPARTMENT
PROFESSIONAL SERVICES - PERFORMANCE EVALUATION

Project:			
Consultant:			
Contract Award Cost:		Actual Cost:	
Estimated Project Completion Date:		Actual Project Completion Date:	
Project Manager:			
Date of Evaluation:			
Performance Rating Scale:			
		1	Unsatisfactory
		2	Satisfactory
		3	Above Satisfactory
		4	Outstanding
		Score	Comment
	OVERALL ACHIEVEMENT OF PROJECT OBJECTIVES:		
i	Consultant displayed the ability to coordinate the components of the project by effective project planning, design and contract documents execution.		
ii	Project deliverables were met, in accordance with Contract Terms.		
iii	Consultant's staff/team members ability to work with City staff.		
iv	Consultant displayed effective accountability with regulatory agencies and permitting requirements.		
	SCOPE:		
v	Consultant was receptive and adhered to the project scope throughout the project's duration.		
vi	City requirements were addressed and adhered to by the consultant.		
	QUALITY:		
vii	Quality of project plans, specifications, estimates and deliverables.		
	BUDGET:		
viii	Consultant worked creatively to achieve project goals within budget.		
	SCHEDULE:		
ix	Consultant notified PM to potential schedule problems and/or cost increases in advance.		
TOTAL SCORE		0	
RATING		0	

REMARKS: _____

CONSTRUCTION AND FACILITIES MANAGEMENT DEPARTMENT
CONSTRUCTION SERVICES - PERFORMANCE EVALUATION

Project:			
General Contractor:			
Contract Award Cost:		Actual Cost:	
Estimated Project Completion Date:		Actual Project Completion Date:	
Project Manager:			
Date of Evaluation:			
Performance Rating Scale:		1	Unsatisfactory
		2	Satisfactory
		3	Above Satisfactory
		4	Outstanding
		Score	Comment
OVERALL ACHIEVEMENT OF PROJECT OBJECTIVES:			
i	Contractor displayed the ability to coordinate the components of the project by effective project planning and execution.		
ii	Project deliverables were met, in accordance with Contract Terms.		
iii	Contractor's ability, effort and success in managing and coordinating subcontractors (if none, rate this contractor's overall project management).		
iv	Contractor displayed effective accountability with regulatory agencies and permitting requirements.		
v	Contractor Change Order requests and pricing.		# of COs:
SCOPE:			
vi	Contractor was receptive and adhered to the project scope throughout the project's duration.		
vii	City requirements were addressed and adhered to by the contractor.		
QUALITY:			
viii	Quality of project plans, specifications, estimates and deliverables.		
BUDGET:			
ix	Contractor worked creatively to achieve project goals within budget.		
SCHEDULE:			
x	Consultant notified PM to potential schedule problems and/or cost increases in advance.		
TOTAL SCORE		0	
RATING		0	

REMARKS:



RFQ 21-06-29

Pool of Qualified General Inspectors

FINAL RANKING		
Rank	Proposer Name	Score
1	TSC Associates	97
2	Absolute Civil Engineering	95
3	Housing & Assistive Technology	89
4	Gold Tree	83

Pool of Qualified Environmental Inspectors

FINAL RANKING		
Rank	Proposer Name	Score
1	Airquest Environmental	92
2	GLE Associates, Inc.	94
3	Gaudet Associates, Inc.	89