

AGREEMENT FOR CLOUD-BASED SYSTEM IMPLEMENTATION, USAGE, AND SUPPORT

THIS AGREEMENT (“Agreement”), with an effective date of _____, 2023, (“**Effective Date**”), is entered into by and between the **CITY OF FORT LAUDERDALE, FLORIDA, a Florida municipality, (“City”)**, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and **BENEVATE INC**, a Delaware corporation authorized to transact business in the State of Florida, with its principal address at 3423 Piedmont Rd, NE, Suite 550, Atlanta, Georgia 30305 (“**Contractor**”) (collectively, “**Parties**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

- 1. Definitions.** The defined terms set forth below are used in this Agreement, and unless context indicates otherwise, any reference to a defined term in the singular includes the plural and vice versa.
 - A. “**City Data**” means any information, data, or other content that is (i) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of the City to or through the System or (ii) collected, downloaded, or otherwise received by the Contractor pursuant to this Agreement or at the written request or instruction of the City. Any output, copy, reproduction, improvement, modification, adaptation, translation, or other derivative work of, based on, derived from, or otherwise using any City Data is also deemed to be City Data.
 - B. “**Hosting Service**” means any hosting, management, operation, data storage, or other service provided by the Contractor that allows the City to access and use the Software.
 - C. “**Implementation Service**” means any service of the Contractor required to compete configuration of the System by the Contractor and training of City users in accordance with this Agreement.
 - D. “**Licensed Deliverable**” means any Software or other deliverable provided by the Contractor pursuant to this Agreement that the City will use pursuant to Usage Right as more particularly described in Section 7. The Licensed

Deliverables include but are not limited to (i) Software and (ii) Support Documentation.

- E. **“Non-System Element”** means any City-owned or -controlled hardware, software, firmware, system, computer network, or other element, regardless of manufacturer, that is not a part of the System but that is connected to the System at any time.
- F. **“Service”** means an Implementation Service, Support Service, or Hosting Service unless context clearly indicates otherwise.
- G. **“Software”** means any computer code used in the System, including any computing, storage, or other software that is provided as a service to the City through the internet, including but not limited to any cloud-based server, browser-based application, or other computer code running on a non-City computer and accessed through a web service or other internet protocol.
- H. **“Support Documentation”** means any documentation related to the System, whether in printed or electronic form, provided by the Contractor pursuant to this Agreement, including but not limited to documentation describing the specifications and expected operation of the System.
- I. **“Support Service”** means any service for support of the System provided by the Contractor pursuant to this Agreement following completion of all Implementation Services.
- J. **“System”** means the combination of Software and Hosting Services that, functioning together, make up the cloud-based system implemented and supported by the Contractor pursuant to the terms and conditions of this Agreement.
- K. **“Update”** means any error correction, patch, update, revision, fix, upgrade, new release, or other change to Software implemented at any time following the City’s initial acceptance of the Software receiving that Update.
- L. **“Usage Right”** means any license, sublicense, intellectual property right, proprietary interest, or other right pursuant to which the City may access or use a Licensed Deliverable in accordance with this Agreement. A Usage

Right may derive from an ownership interest held by the Contractor or held by a third party (e.g., a code library used in Software that was licensed to the Contractor by a third- party and then sublicensed by the Contractor to the City), and any reference in this Agreement to the “grant” or “granting” of a Usage Right is intended to encompass whatever grant, transfer, sublicense, assignment, or other action is legally necessary or appropriate to provide the City with the right to use the applicable Licensed Deliverable in the manner described in this Agreement.

2. **Term.**

- A. The term of this Agreement shall be for a period of five (5) years, which shall commence on January __, 2023, and shall end on January __, 2028. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City’s fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.
- B. The “**Implementation Term**” will commence on the Effective Date and end upon the date on which the City completes acceptance of all Implementation Services. The Contractor shall perform all Implementation Services in accordance with any schedule provided in the Scope of Work and shall fully complete all Implementation Services no later than 120 days after the Effective Date.
- C. The “**Initial Usage Term**” will begin immediately following the conclusion of the Implementation Term and will continue for a period of five (5) years from that date, unless terminated as provided elsewhere in this Agreement.
- D. Unless context indicates otherwise, (i) the word “**Term**” applies equally to the Implementation Term, the Initial Usage Term, and any Renewal Usage Term and (ii) the phrase “**Usage Term**” applies equally to the Initial Usage Term and any Renewal Usage Term.

3. **Documents.**

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Invitation to Bid No. 12692-925 – Grant Management Software**, including any and all appendices, exhibits and addenda prepared by the City of Fort Lauderdale, (“ITB” or “**Exhibit A**”).
- (2) The Contractor’s response to the ITB, dated **August 12, 2022** (“**Exhibit B**”), including any and all attached appendices, exhibits and addenda, except that any language contained in Exhibit B suggesting that any part of Exhibit B is confidential is deleted by this reference.

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated _____, 2023 and all attachments and appendices.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

4. Scope of Work. In accordance with this Agreement, the Contractor shall provide the City with the following deliverables, which are more particularly described in the scope of work attached to this Agreement as Exhibit A, inclusive of all attachments and appendices (“Scope of Work”):

- A. As more particularly described in Section 7, the Contractor is granting to the City every Usage Right needed for the City to use each Licensed Deliverable in accordance with this Agreement.
- B. During the Implementation Term, as appropriate, and at all times during each Usage Term, the Contractor shall perform or ensure the performance of all Hosting Services necessary to provide the City with access to the Software in accordance with this Agreement, including the security, redundancy, and availability requirements described in Sections 8–10.
- C. During the Implementation Term, the Contractor shall perform all Implementation Services necessary to provide the City with the System. The Implementation Services include: (i) project management and requirements gathering; (ii) configuration, integration, and testing of the System; (iii) user training for the System; and (iv) any other service described in the Scope of Work that is explicitly designated as an

Implementation Service or that contributes to the initial implementation of the System.

- D. During the Implementation Term, the Contractor shall complete all Implementation Services in accordance with any schedule or deadline set forth in the Scope of Work. Any such schedule or deadline for Implementation Services will not be adjusted automatically due to any cure period provided by Section 19 and may be adjusted only through written agreement between the Parties, which constitutes an amendment to this Agreement.
- E. Upon the City's acceptance of the entire System in accordance with Section 6, all Implementation Services will be deemed complete, and the Contractor shall begin performing the Support Services.
- F. Throughout each Usage Term, the Contractor shall perform the Support Services, which include (i) maintaining and providing access to up-to-date Support Documentation; (ii) providing "help desk" support for the System; (iii) providing any Update needed to keep the System in compliance with the requirements set forth in this Agreement; (iv) providing any Update that has been made generally available to other users of the Software, as applicable; and (v) any other service described in the Scope of Work that is explicitly designated a Support Service or that occurs following the City's acceptance of the component of the System being supported through that Service.

5. Payment and License Fees.

- A. The City shall pay the Contractor for its performance of this Agreement only as explicitly set forth in this Agreement, which includes the document attached to this Agreement as **Exhibit B**, inclusive of all attachments and appendices. All payments or amounts set forth in this Agreement are in U.S. Dollars unless otherwise indicated.
- B. During the Implementation Term, the City shall pay the Contractor a total comprehensive fees for all active licenses as delineated in Exhibit B, in an amount not to exceed **Forty-Seven Thousand Seven Hundred Dollars and Zero Cents (\$47,700.00)** for the first year (the "**Implementation Fee**") that to cover all of the following: (i) any Usage Right for a Licensed

Deliverable used during the Implementation Term; (ii) any Hosting Service provided during the Implementation Term; and (iii) all Implementation Services.

- C. During the Initial Usage Term, the City shall pay the Contractor an annual fee not to exceed a total of **Thirty-One Thousand Seven Hundred Dollars (\$31,700.00)** for the period beginning on year two (2) through five (5) of this Contract (the “**Usage Fee**”) that covers all of the following: (i) any term-limited Usage Right for a Licensed Deliverable used during that Term; (ii) the Hosting Services during that Term; and (iii) the Support Services during that Term.
- D. The Implementation Fee and Usage Fee (collectively, “**Fees**”) include all out-of-pocket expenses required to comply with the terms of this Agreement, including but not limited to transportation, mileage, lodging, and meals. Except as specifically provided by this Agreement, the Contractor shall, at its own expense, furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish all Services, and the City shall not reimburse the Contractor for any out-of-pocket expenses unless specifically provided for in this Agreement. No increase in any Fee will be effective unless made in accordance with the Contract Adjustment process set forth in Section 40.
- E. During any Renewal Usage Term, the City shall continue paying the Usage Fee at the rate in effect at the conclusion of the previous Usage Term unless the Contractor proposes new rates at least 90 days before the start of the Renewal Usage Term and the City agrees in writing to a new rate before the start of the Renewal Usage Term in accordance with the Contract Adjustment process set forth in Section 40. The Contractor shall not propose any increase to the Usage Fee that would exceed 3% or that would result in a Usage Fee that exceeds the amount charged by the Contractor for comparable usage rights or services provided to another customer of the Contractor.
- F. The Contractor shall invoice the City in accordance with procedures established by the City, and if the Contractor is in compliance with the terms of this Agreement at the time an invoice is submitted to the City, the City shall pay that invoice within thirty (30) days of receipt. Otherwise, City is not obligated to pay any Fee to the Contractor unless the Contractor is in

full compliance with the terms of this Agreement. During any period during which the City delays payment of any Fee due to Contractor's failure to comply with this Agreement, the Contractor shall not terminate, suspend, impair, degrade, or otherwise limit any Usage Right, Hosting Service, or Support Service.

6. Acceptance; Updates.

- A. Except as provided by Agreement, the Contractor shall, upon delivering to the City any deliverable required under this Agreement (each an “**Inspected Deliverable**”), provide the City with a written summary of any Inspected Deliverable delivered to the City at that time. Following receipt of such Inspected Deliverable and written summary, the City shall inspect each Inspected Deliverable to determine whether it complies with this Agreement and whether it is compatible with City's existing non-system elements; and the City shall accept any Inspected Deliverable if it complies with this Agreement and compatible with City's existing non-system elements.
- B. If the City accepts an Inspected Deliverable, the City shall provide the Contractor with written notice of such acceptance. If the City rejects an Inspected Deliverable, the City shall provide the Contractor with written notice of the reasons for the rejection, and the Contractor shall bring that Inspected Deliverable into compliance with this Agreement within seven (7) business days.
- C. No testing, trial use, or other form of inspection of any Inspected Deliverable constitutes acceptance of that Inspected Deliverable or limits the City's right to reject that Inspected Deliverable.
- D. Contractor shall notify the City of any major Update to the Software at least 7 days in advance of making such Update. Otherwise, the Contractor shall notify the City of any such major Update to the Software as soon as possible. After any Update has been installed in accordance with this Section 6, that Update is deemed part of the Software, as applicable, and included within the scope of the applicable Usage Right granted to City pursuant to Section 7.

- E. The Contractor warrants that no hardware or other tangible physical component is required for the City to use the System as described in this Agreement unless explicitly stated in the Scope of Work.

7. Usage Rights and Intellectual Property.

- A. The Contractor hereby grants to the City, to be exercised by any officer, employee, agent, subcontractor, elected or appointed official, or volunteer of the City, the non-exclusive, fully sublicensable, fully transferrable right and license to take any the following actions, alone or in combination, in the course of any lawful business or function of the City without geographic limitation, subject only to those limitations imposed by law or explicitly included in this Agreement:
 - (i) The City may access and use the Hosting Services and Software during the Term.
 - (ii) The City may access and use Support Documentation in during the Term.
 - (iii) The City may take any other action with respect to a Licensed Deliverable that is authorized by this Agreement.
- B. Each Usage right granted by Contractor pursuant to this section is royalty-free and paid for in full through the City's payment of Fees under this Agreement.
- C. The Contractor has identified in any Licensed Deliverable that will be used by the City pursuant to a Usage Right granted to Contractor by a third-party (e.g., a code library used in Software that was licensed to the Contractor by a third-party and then sublicensed by the Contractor to the City) (each a "**Third-Party Usage Right**"). The Contractor has also disclosed in the applicable terms of any such Third-Party Usage Right, and those terms are incorporated into this Agreement directly or by reference. In the event of conflict between a term in and a term in the body of this Agreement or in any other Exhibit to this Agreement, the term that provides the greatest rights to the City will control.

- D. If the Agreement incorporates any Third-Party Usage Rights and the applicable third-party elects to change any of those terms during a Usage Term, the Contractor shall notify the City in writing of each change no more than 10 calendar days after learning of the change. In the 30 calendar days following either receipt of such a notice or the City's independent determination that the third party has elected to make such a change, whichever occurs first, the City may elect to terminate the Agreement without penalty by providing written notice of such termination to the Contractor. No more than 30 calendar days after receiving such notice from the City, the Contractor shall provide the City with a pro rata refund of any amount pre- paid by the City for usage or support of a Component or Service during that Usage Term. Such refund does not include the Implementation Fee.
- E. The City may copy any Licensed Deliverable other than Software for archival backup, disaster-recovery, or other internal purposes.
- F. The City may grant Usage Rights for any Licensed Deliverable to any third party to the extent necessary for the City to use the System in accordance with this Agreement.
- G. For purposes of section 365(n) of the Bankruptcy Code, the Parties intend each Usage Right for a Licensed Deliverable to be a license of rights to "intellectual property" and each Licensed Deliverable to be an "embodiment" of "intellectual property," as those terms are defined in section 101 of the Bankruptcy Code. Nothing in this Agreement limits the City's rights under section 365(n) of the Bankruptcy Code or constitutes an election by the City under section 365(n) of the Bankruptcy Code. But the City explicitly reserves the right to request any such intellectual property or embodiment of intellectual property held by a trustee for the Contractor to the full extent authorized by section 365(n)(3) of the Bankruptcy Code.
- H. The owner of any Licensed Deliverable, whether the Contractor or a third party, retains exclusive ownership of all methods, ideas, concepts, algorithms, trade secrets, trademarks, trade names, logos, and other intellectual property contained in that Licensed Deliverable unless otherwise provided for in this Agreement or a document that explicitly transfers ownership of that Licensed Deliverable in whole or in part to the City.

- I. The City retains ownership of (i) any City Data; (ii) any data, document, or other information created by the City using the System; and (iii) any work-flow, business process, training material, report, or other information conceived, invented, created, or acquired by the City independently of any Service.

8. Security of Software and Hosting Services.

- A. **Performance by Third Party.** To the extent that a third party is utilized by the Contractor party to provide any Software, Hosting Service, or Support Service, the following provisions apply:

- (i) The Contractor shall notify the City of the identity of the third party providing the Hosting Service along with any other information about that third party that the City requests for the purpose of verifying that third party's compliance with this Agreement.
- (ii) The Contractor acknowledges that the Contractor will be responsible for the third party's compliance or non-compliance with the terms of this Agreement, as more particularly described in Section 11.

- B. **Security, Generally.** As part of the Hosting Services, the Contractor shall comply with the following provisions in a manner that meets or exceeds applicable best industry practices and standards:

- (i) The Contractor shall maintain and enforce an information security program with respect to the Software and Hosting Services (including safety and physical and technical security policies and procedures).
- (ii) The Contractor shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of City Data processed by or stored in the Software or Hosting Services.

- (iii) The Contractor shall secure and defend all locations, equipment, systems and other materials, and facilities employed in connection with the provision of Hosting Services against any “hacker” and other person or entity who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use the Hosting Services, the Software, or any information processed by or stored in the Hosted Software.
- (iv) The Contractor shall monitor the Software and Hosting Services for any potential area where security could be breached.
- (v) The Contractor shall not transfer any City Data to any third party or allow any third party to access any City Data except as needed to perform Contractor’s obligations under this Agreement.

C. **Credit Card Security Standards:** If the System processes credit card information, the following provisions apply:

- (i) The Contractor acknowledges that the System is subject to the following data security standards as each may be amended from time to time (collectively, the “**Credit Card Security Standards**”):
 - (a) the Fair and Accurate Credit Transactions Act of 2003 and any associated regulation;
 - (b) the Payment Application Data Security Standard (PA-DSS); and
 - (c) any applicable Payment Card Information (PCI) rule, practice, standard, or program (including Visa CISP, MasterCard SDP, Discover DISC, and American Express DSOP).
- (ii) In addition to the general security standards set forth in Section 8(B), the Contractor shall ensure that the System complies with each applicable Credit Card Security Standard at all times and provide the City with documentation of such compliance upon request by the City.

D. **Security Issues.** In the event that the Contractor detects or otherwise becomes aware of any security breach or unauthorized access to the

Software or to any locations, equipment, systems and other materials, and facilities employed in connection with the provision of Hosting Services (collectively, a “**Security Issue**”), the following provisions apply:

- (i) The Contractor shall immediately report the Security Issue to the City. This report may be delayed only to the extent authorized by law or needed to determine the general nature of the Security Issue and develop recommendations for the City to prevent or mitigate the Security Issue. The Contractor shall not delay this report for purposes of performing the actions required under sub-subsection (ii).
- (ii) The Contractor shall remedy the Security Issue in a timely manner and deliver to the City a root cause assessment and future incident mitigation plan with regard to the Security Issue that sets out written details regarding the Contractor’s investigation of the Security Issue and, upon the City’s written request, provide a second, more in-depth investigation and results of its findings.
- (iii) If, before completion of the actions required under sub-subsection (ii), the Contractor identifies information that would assist the City in mitigating or otherwise responding to the Security Issue, the Contractor shall immediately provide that information to the City unless prohibited by law from doing so.
- (iv) The Contractor shall not send notice of any Security Issue to any law enforcement agency, regulatory authority, consumer, or other person or entity for or on behalf of the City unless required to do so by law or explicitly requested to do so in writing by the City. But if the City requests that the Contractor send any such notice, the Contractor shall prepare and send each such notice at its sole expense following review and approval of the notice and distribution list by the City.
- (v) If the Security Issue is caused, in whole or in part, by any act or omission of the Contractor, the Contractor shall reimburse the City for any cost or expense incurred by the City in providing notice of the Security Issue in a manner consistent with applicable law, City policy or procedure, or industry best practice.

- E. **Access to Software or Non-System Elements.** With respect to the Contractor's access to Software or a Non-System Element through the Software or the Hosting Services, the following provisions apply:
- (i) The Contractor may access Local Software or a Non-System Element only (i) with the prior written authorization of the City, (ii) through the City's security gateways and firewalls; and (iii) in compliance with the City's applicable security policies. The City may modify or revoke the authorization described in this Section 8(E) any time at any time and for any reason.
 - (ii) The Contractor shall not perform any Hosting Services in a manner that exposes any Non-System Element to a security breach or unauthorized access.
- F. **Security Audits.** During the Term of this Agreement and for three (3) years thereafter, the Contractor shall maintain complete and accurate records concerning its performance of the obligations set forth in this Section 8 and shall make those records and relevant personnel available during normal business hours for inspection and audit by the City or an independent data security expert, which may include penetration and security tests of any Software or Hosting Service. The City is not obligated to perform any such audit, but if the City elects to perform such an audit, the City shall (i) give the Contractor at least 14 days' notice of such audit; (ii) undertake no more than two such audits per calendar year; (iii) conduct such audit in a manner designed to minimize disruption of the Contractor's normal business operations; and (iv) conduct such audit in a manner that complies with the terms and conditions of all data confidentiality, ownership, privacy, security, and restricted-use provisions of this Agreement.
- G. **Regulatory and Compliance Audits.** Any authorized representative of any regulatory agency, taxing authority, or private entity that functions in a quasi-regulatory manner that has jurisdiction over the City in connection with its regulatory functions (each, a "**Regulator**") shall, upon request, have the same audit rights as those set forth in Section 8(F), provided that no condition or restriction stated in Section 8(F) applies to any Regulator to the extent it is contrary to applicable Law. The Contractor shall cooperate with any individual conducting such audits and timely comply with any legal and

regulatory directives and reasonable recommendations that result from such an audit. Without limiting any of the Contractor's other obligations under this Sections 8–9, if the Contractor engages a third party auditor to perform a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit of the Contractor's operations, information security program, or disaster recovery/business continuity plan, the Contractor shall provide a copy of the audit report to the City no more than 14 days after the Contractor's receipt of such report, and any such audit reports is deemed to be Contractor's Confidential Information in accordance with Section 12.

9. Redundancy, Data Backup, and Disaster Recovery of Software and Hosting Services.

The Contractor shall, in accordance with the provisions of this Section 9, maintain disaster-avoidance procedures designed to safeguard the City Data, the capability of the Software, and the availability of the Hosting Services. The Force Majeure provisions of Section 34 do not limit Contractor's obligations under this Section 9.

- A. **Primary Hosting Facility.** The Contractor shall ensure that the primary system from which the Software and Hosting Services are provided is located in the contiguous United States.
- B. **Redundant Hosting and Connectivity.** The Contractor shall simultaneously operate a mirror system at a hardened data center facility in the contiguous United States that is geographically remote from the primary system from which the Software and Hosting Services are provided (the “**Secondary Backup Facility**”). Except for its location and housing facility, the mirror system shall: (i) be identical in all respects to the primary system; (ii) have hardware and software, network connectivity, power supplies, backup generators, and other similar equipment and services that operate independently of the primary system; (iii) have fully current backups of all Hosted Data stored on the primary system; and (iv) have the ability to provide the Hosting Services in accordance with this Agreement during the performance of routine and remedial maintenance or any outage or failure of the primary system. The Contractor shall operate, monitor, and maintain such mirror system so that it may be activated within one minute of any failure of the Hosting Services.
- C. **Data Storage and Backup.** Unless otherwise explicitly stated in this Agreement, there is no limit on the amount of City Data that may be stored in the System, and the Usage Fee covers all storage of City Data. The

Contractor shall conduct backups of City Data at least every four hours and store such backup City Data in a location and manner that is consistent with industry best practices. Unless otherwise explicitly stated in this Agreement, the Contractor shall not count any such backup of City Data in allotting or calculating any data storage actually used or permitted to be used by City or any associated Fee.

D. Disaster Recovery / Business Continuity.

- (i) The Contractor shall maintain a business continuity and disaster-recovery plan for the Hosting Services (the “**BCDR Plan**”) and provide the City, upon request, with a current copy of the BCDR Plan, along with any reports or summaries relating to past testing of or pursuant to the BCDR Plan.
- (ii) The Contractor shall actively test, review and update the BCDR Plan on at least an annual basis using industry best practices as guidance, and any such update to the BCDR Plan is be subject to the requirements of this Section 9(D).
- (iii) The Contractor shall implement the BCDR Plan in the event of any unplanned interruption of the Hosting Services. If the Contractor fails to reinstate the Hosting Services within the periods of time set forth in the BCDR Plan, the City may, in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement in accordance with Section 20.

E. Data Export. If the City requests a comprehensive export of all City Data, the Contractor shall provide such export no more than ten days after receiving such request. To the extent such City Data is stored in its native format (e.g., Word, Excel, PowerPoint, PDF, etc.), it must be exported in that native format. Otherwise, such City Data must be exported in downloadable Excel, comma-separated values, or other agreed-upon format.

10. Availability of Software and Hosting Services.

A. The Contractor, through its performance of the Hosting Services, shall make the Software available to the City in accordance with the services level

standards attached to this Agreement as (“**Hosting Service Level Standards**”).

- B. If the Contractor fails to meet the Hosting Service Level Standards, the Contractor shall issue to the City the service credits set forth in (“**Service Credits**”). The Parties acknowledge (i) that damages resulting from Contractor’s failure to meet the Hosting Service Level Standards would not be readily ascertainable; and (ii) that the Hosting Service Credits are a reasonable and proportionate measure of the damage that would be expected to follow from Contractor’s failure to meet the Hosting Service Level Standards.
- C. If the Contractor fails to meet the Hosting Service Level Standards in any two of three consecutive months, then, in addition to any other remedy available to the City, the City may immediately terminate this Agreement without providing Contractor with notice of default or an opportunity to cure, and in the event of such termination, the City will not be liable for any liability, obligation, or penalty to the Contractor.

11. Third-party performance. If a third party provides any Component or Service pursuant to the Agreement, in whole or in part, the following provisions apply, regardless of the legal or business relationship between the Contractor and that third party:

- A. The third party may perform any obligation of the Contractor under the Agreement or perform any action that the Contractor has permission or discretion to take under the Agreement. But the Contractor shall ensure that such performance by the third party fulfills the requirements of the Agreement in full, and any deviation from the requirements of the Agreement by the third party constitutes a breach of the Agreement by the Contractor.
- B. If the Contractor is prohibited from taking any action under the Agreement, the Contractor shall ensure that the third party does not take that prohibited action. Accordingly, if the third party takes any action that the Contractor is prohibited from taking, it constitutes a breach of the Agreement by the Contractor.
- C. Any recital, representation, declaration, statement of fact, warranty, or consent in the Agreement that is made by the Contractor with respect to the

third party or with respect to an action to be performed by the third party is deemed to be made by the Contractor for itself and on behalf of the third party. Accordingly, if any such recital, representation, declaration, statement of fact, warranty, or consent is or becomes false or is otherwise not fulfilled by the Contractor or the third party, it constitutes a breach of the Agreement by the Contractor.

- D. Any breach caused in whole or in part by the third party is deemed to be the sole responsibility of the Contractor for purposes of this Agreement, and the Contractor shall cure such breach in accordance with Section 19.
- E. The Contractor acknowledges (i) that the City may withhold payment on an invoice pursuant to section 5 even if the applicable failure to satisfy a requirement of the Agreement is the fault of the third party, in whole or in part; (ii) that section 7 applies to any license, sublicense, intellectual property right, proprietary interest, or other right to access or use a Licensed Deliverable that flows from a third party; and (iii) that the Contractor's obligations under section 13 apply to any Claim arising from the action or inaction of the third party as well as any Claim asserted by the third party.

- 12. Confidentiality.** Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and subcontractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted by law. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Contractor acknowledges that, in the event of a public records request, the City may be limited in the amount of notice that it may be able to provide Contractor prior to disclosure of records

and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court decisions construing same. By designating information as Confidential Information, Contractor agrees to indemnify and hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging Contractor's claim. Contractor shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements to which Contractor is bound by this Agreement.

- A. **"Confidential Information"** means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked **"confidential"** or **"proprietary"** and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date is or becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. No representations, expressed or implied, are being made through the disclosure of Confidential Information.
- B. The terms of this Section 12 survive termination of this Agreement.

13. **Indemnification.**

- A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, **"Indemnified Parties"**) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, **"Claims"**), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and

attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- (i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors;
- (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein);
- (iii) Any negligent act or omission of Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties;
- (iv) Any reckless or intentional wrongful act or omission of Contractor, its employees, agents, representatives, or subcontractors;
- (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records);
or
- (vi) Any violation of any Usage Right, including but not limited to any license violation, claim of license violation, infringement, or claim of infringement of any patent, trademark, copyright, trade secret, or other intellectual property right or proprietary interest arising out of any operation or use of the System.

- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

- 14. Insurance.** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form,

the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies

expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

- 15. Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of Fort Lauderdale
Attention: City Manager
100 North Andrews Ave.
Fort Lauderdale, FL 33301

WITH A COPY TO:

City of Fort Lauderdale
Attention: City Attorney
100 North Andrews Ave.
Fort Lauderdale, FL 33301

CONTRACTOR:

Benevate, Inc.
3423 Piedmont Rd. NE
Atlanta, GA 30305
Phone: 703-864-72531
Attention: Jason Rusnak

16. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
17. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
18. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.
19. **Cure of Breach by Contractor.** If the City provides the Contractor with written notice of the Contractor's breach of warranty or other failure to comply with this Agreement (for purposes of this Section 19, a "**Breach**"), the Contractor shall, at its own expense, take whatever steps are necessary to cure the Breach. The Contractor shall cure the Breach on or before a deadline agreed to by the Parties or, in the absence of such a mutually agreed-upon deadline, no more than thirty (30) days after receiving notice of the Breach. If the City determines that the Contractor has failed to cure the Breach by that deadline, the City may take one or more of the following actions: (i) terminate the Agreement, (ii) require the Contractor to execute an amendment reducing one or both Fees to reflect the damages to the City caused by the Breach, or (iii) avail itself of any other right or remedy available under this Agreement or applicable Laws. In the event that another provision of this Agreement provides specific terms for addressing a failure to comply with this Agreement, those specific terms will control in the event of conflict with the general terms set forth in this Section 19.
20. **Termination.**
- A. If the Contractor provides the City with written and specific notice of a violation of the terms of the City's Usage Rights for a Licensed Deliverable, the City shall cure the violation no later than thirty days after receiving such notice. During that period, the Contractor shall not terminate, suspend, impair, degrade, or otherwise limit any Usage Right, Hosting Service, or Support Service. But if the City fails to cure the violation during the cure period provided by this Section 20.A, the Contractor may

terminate this Agreement and the City's Usage Right for that Licensed Deliverable.

- B. If the Contractor fails to cure any Breach in accordance with Section 19, the City may terminate this Agreement immediately.
- C. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.
- D. The City may also terminate this Agreement for Contractor's failure to register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees in compliance with Section 448.095, Florida Statutes (2022), as provided in Section 45 of this Agreement.
- E. If the City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification, or insurance coverage, the City may terminate this Agreement immediately, without providing Contractor with notice of default or an opportunity to cure.
- F. The City may terminate this Agreement for convenience at any time and for any reason upon thirty (30) days written notice to Contractor. In the event of termination by the City pursuant to this Section 20.D, the City shall (i) pay the Contractor for any Service performed prior to termination for which the City has not already paid;

and (ii) pay the Contractor for any perpetual Usage Right that the City has accepted but for which the City has not already paid. Otherwise, the City is not obligated for any other payment to the Contractor. If the City terminates this Agreement pursuant to this Section 20.D, the City shall not be entitled to any refund or credit for any unused Term.

- G. If the City terminates the Agreement for any reason other than pursuant to Section 20.D during a Usage Term, the Contractor shall make a pro rata refund for any unused Term or remaining portion thereof.
- H. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days notice (or without notice in the case of (non-payment) if the other party materially breaches any of the terms or conditions of this Agreement.
- I. Termination of this Agreement is deemed to be a termination of the Purchase Order and the Other Documents.

21. Governing Law and Venue. The laws of the State of Florida govern the Agreement. Accordingly, the Contractor shall comply with all applicable Florida law in the performance of the Agreement, and the Contractor hereby consents to amendment of any provision of the Agreement that is contrary to Florida law to the extent necessary to be permissible under Florida law. Venue for any action arising out of the Agreement brought in state court shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, and venue for any action arising out of the Agreement brought in federal court shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida, Broward Division. Each party waives any defense, whether asserted by motion or pleading, that the courts specified in this Section are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the courts specified in this Section and irrevocably waive any objections to said jurisdiction.

22. Amendment. No modification of any provision of this Agreement shall be binding unless in writing and signed by both parties to this Agreement. No click-through, click-wrap, browse-wrap, or other contractual provision presented by the System to a user of the System (each, a “**Click-through Provision**”) may serve as an amendment to this Agreement, and this Agreement supersedes any Click-Through Provisions with respect to the City and with respect to any person who uses the System pursuant to this Agreement.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
24. **Compliance with Laws.** Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “**Laws**”), including but not limited to Florida laws regarding public records. Contractor shall also comply with all applicable City policies and procedures. Contractor hereby makes all certifications required under Section 287.135, Florida Statutes (2022).
25. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
26. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
27. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.
28. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party shall use the other party’s name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party.
29. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate, and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

30. City Consent and Action.

- A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

31. Captions. Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

32. Books and Records. Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

33. Survival. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

34. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (“**Permitted Delay**”), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written

notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

35. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
36. **Governmental Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
37. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
38. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.
39. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
40. **Contract Adjustments.**
- A. Either party may propose additions, deletions, or modifications to the Scope of Work ("**Contract Adjustments**") in whatever manner such party determines to be reasonably necessary for proper compliance with this

Agreement. Proposals for Contract Adjustments shall be submitted in writing to the non-requesting party. A Contract Adjustments will be effective only if made in the form of a written amendment to this Agreement, and executed by the City and Contractor.

- B. There shall be no modification of any Fee on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
- C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Work in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, there shall be no modification of any Fee except pursuant to an amendment to this Agreement made in accordance with this Agreement.

41. Warranties.

- A. The Contractor warrants that the System will operate in a manner that (i) satisfies the requirements set forth in this Agreement and (ii) is consistent with the Support Documentation. In the event of conflict, the requirements set forth in the Agreement take precedence over the content of the Support Documentation.
- B. The Contractor warrants that the System will be free of any virus, worm, Trojan Horse, bug, collection device, "back door," exploit, or other malware that impairs the use of, erases data from, or surreptitiously collects information from any Non- System Element to which the System is connected at any time.
- C. The Contractor warrants that any Update (i) will not have an adverse impact on the overall performance and operation of the System; (ii) will be backwards compatible with previously delivered Software unless otherwise agreed to in writing by the Parties; (iii) will be backwards compatible with any applicable Non-System Element unless otherwise agreed to in writing by the Parties; and (iv) will be installed only in accordance with Section 6.

- D. The Contractor warrants that, pursuant to this Agreement, the Contractor has granted to the City every Usage Right needed for the City to use every Licensed Deliverable in accordance with this Agreement and that 0 is a complete and accurate disclosure, pursuant to Section 7, of any applicable terms of any Usage Rights derived from a third party and that the use of the System described in this Agreement complies with all such applicable terms. If any warranty set forth in this subsection (D) is breached, the Contractor shall cure such breach as follows:
- (i) If the breach of this warranty can be cured by modifying a Licensed Deliverable so as to eliminate the City's need for the Usage Right at issue, the Contractor may make such modification. But such modification will be effective to cure the breach only if it has been accepted by the City in accordance with Section 6.
 - (ii) If the breach of this warranty is due to the Contractor's failure to disclose a Usage Right from a third party in 0, the Contractor may propose an amendment to that discloses the missing license or intellectual property right and its terms. But such amendment will be valid only if executed in accordance with Section 22.
 - (iii) The Contractor may cure a breach of this warranty by granting to the City, in writing, any Usage Right that is needed for the City to begin using the applicable Licensed Deliverable in accordance with this Agreement. If the grant of such Usage Right is derived from a third-party, it will not be effective to cure the breach unless it is made in conjunction with an amendment to 0 as described in Subsection (ii), immediately above.
- E. The Contractor warrants that the System does not include any free or open-source software constituting Copyleft Materials. For purposes of this subsection, the term "**Copyleft Materials**" means any materials subject to any license that requires as a condition of use, modification, or distribution that such licensed materials or materials combined or distributed with such licensed materials be (i) disclosed or distributed in source code or similar form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. Copyleft Materials includes materials subject to the GNU General Public License, GNU Lesser General Public License, or similar licenses.

- F. The Contractor warrants that it shall provide each Service (i) in accordance with this Agreement; (ii) in an expedient, professional, and competent manner; and (iii) once the System has been accepted by the City, in a manner that allows the City to use the System without significant functional downtime to ongoing operations.
 - G. The Contractor warrants that any person providing any Service to the City (including any employee of the Contractor or of an affiliate or subcontractor of the Contractor) will have industry-standard skills and training, and the Contractor shall replace any person providing the Service to the City if the City, in its sole discretion, determines (i) that the person is incompetent, careless, unsuitable, objectionable, or otherwise does not comply with this warranty or (ii) that the person's involvement is contrary to the best interests of the City.
 - H. The grant of any Usage Right pursuant to this Section 41, whether from the Contractor or from a third party, will be deemed incorporated into this Agreement as if it was granted pursuant to Section 7.
 - I. Unless explicitly stated otherwise, the Contractor is bound by each warranty or other obligation set forth in this Section 41 beginning at the time the City accepts the applicable Component or Service (including any Component or Service provided after the Implementation Services are complete) and ending twelve months after the last to occur of the following (i) acceptance of that Component or (ii) completion of all Implementation Services.
42. **Non-Exclusive Agreement.** This Agreement imposes no obligation on the City to utilize Contractor for all of the work and services of this type that may be needed during the Term. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest.
43. **Public Records.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S
OFFICE, PHONE: 954-828-5002, EMAIL:
PRRCONTRACT@FORTLAUDERDALE.GOV, 100 NORTH
ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 44. WARRANTIES OF USAGE:** Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 45. E-VERIFY:** As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor

and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section 4.21, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this section 4.21 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

- 46. Counterparts; Electronic Signature:** The Agreement may be signed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original copy of the Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law and City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party is executing this Agreement on the date stated in the introductory clause.

AS TO CITY:

WITNESSES:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

Signature

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

Signature

[Witness type or print name]

By: _____
Greg Chavarria, City Manager

ATTEST:

David R. Soloman, City Clerk

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By: _____
Patricia SaintVil-Joseph
Assistant City Attorney

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2023, by **DEAN J. TRANTALIS**, Mayor of the **City of Fort Lauderdale**, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

[SEAL]

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this ____ day of _____, 2023, by **GREG CHAVARRIA**, as City Manager for the **City of Fort Lauderdale**, a Florida municipal corporation.

[SEAL]

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

CONTRACTOR

WITNESSES:

BENEVATE INC, a Delaware corporation
authorized to transact business in the State of
Florida.

Signature

[Witness type or print name]

By: _____
John Jason Rusnak, President

Signature

[Witness type or print name]

[CORPORATE SEAL]

ATTEST:

Chris Behm, Secretary

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this by means of ☐ physical
presence or ☐ online, this ____ day of _____, 2023, by **JOHN JASON RUSNAK**, as
President for **BENEVATE INC**, a Delaware corporation authorized to transact business in the
State of Florida.

[SEAL]

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT – A

Invitation to Bid No. 12692-925 **(ITB)**
Grant Management Software

Solicitation 12692-925

Grant Management Software

Bid Designation: Public



City of Fort Lauderdale

Bid 12692-925

Grant Management Software

Bid Number	12692-925
Bid Title	Grant Management Software
Bid Start Date	Jul 18, 2022 8:16:09 AM EDT
Bid End Date	Aug 15, 2022 2:00:00 PM EDT
Question & Answer End Date	Aug 8, 2022 5:00:00 PM EDT
Bid Contact	Paulette R Hemmings Turner Procurement Specialist Finance 954-828-5139 pturner@fortlauderdale.gov
Contract Duration	5 years
Contract Renewal	See Specifications
Prices Good for	120 days
Bid Comments	<p>The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Grant Management Software to Manage the City's Grant Funds and Projects for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).</p> <p>Pre-Bid Conference There will not be a pre- bid/proposal conference or site visit for this Request for Proposal</p> <p>Minimum Qualifications Proposers shall be in the business of Providing Grant Management Software Solution as described in RFP for a minimum of three (3) years. Added on Aug 5, 2022: Appendix B uploaded as a Web Form Added on Aug 9, 2022: Addendum 1 Updates Section 4.2.5 - References and Past Performance</p>

Addendum # 1

New Documents **Addendum 1.pdf**

Item Response Form

Item	12692-925--01-01 - Grant Management Software
Quantity	1 each
Prices are not requested for this item.	

Delivery Location

City of Fort LauderdaleSee RFP Specifications

See RFP Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Enter Proposal Price on Cost Proposal Form, Section VI of RFP

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Grant Management Software to Manage the City's Grant Funds and Projects for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Paulette Hemmings Turner (954) 828-5139 or email at PTurner@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre- bid/proposal conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

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

It is the sole responsibility of the Bidder/Proposer to ensure that their bid/proposal is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID/PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED.

BIDS/PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA
WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

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

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work

completed.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid/proposal. The City will not accept any additional costs.

2.9 Payment Method - Check

2.10 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

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

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

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation

cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template: See Attachment 2

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

Proposers shall be in the business of Providing Grant Management Software Solution as described herein for a minimum of three (3) year. Must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall:

- a) Possess the ability to obtain the minimum insurance requirement set forth in this solicitation-
- b) Propose a solution that shall allow for business automation and email notification; and shall include functionality to manage projects from implementation to close out.
- c) Provide a detailed project plan that includes details as to the tasks to be accomplished, resources required, and timeline for each milestone.

- d) Provide a project schedule identifying specific key tasks and duration. The schedule must clearly indicate the project milestones and when they will be reached.
- e) Describe the methodology and recommended solution that your firm will use to perform the work described in the Scope of Services (Section III). The Proposer shall describe its approach to project organization, responsibilities of Proposer's management, and staff personnel that will perform work on this project.
- f) Provide a detailed project implementation plan and schedule identifying specific key tasks and duration, to include, but not be limited to, solution deployment, customization, testing, training, and operational "go-live" dates.
- g) Have been in the business of providing Cloud-based grant management software as described herein for a minimum of 3 years
- h) Demonstrate qualifications that meet Federal and State grant standards
- i) Provide evidence of financial stability and viability to fulfill the commitments of this Agreement.
- j) Must be able to submit verifiable testimonials from similar users of the software
- k) Own or have immediate access to the equipment required to provide services.
- l) Be able to provide services without the use of sub-Proposers.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

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

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

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference – N/A

2.20 Disadvantaged Business Enterprise Preference – N/A

2.21 Protest Procedure

2.21.1 Any Bidder/Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any

applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodedId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO.

2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. 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.

2.23 Subcontractors: N/A

2.24.1 Proposal Security: N/A

2.25 Payment and Performance Bond N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper

notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

- 2.26.1** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.2** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.3** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.4** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.5** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.6** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.7** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is

determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

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

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is

suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request: N/A

2.35 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire 5 year(s) from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for additional 2 terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments

Prices quoted shall be firm for the initial contract term of 5 year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

2.37 Service Test Period: N/A

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions-

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment: N/A**2.43 Conditions of Trade-In Shipment and Purchase Payment: N/A****2.44 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

2.45 Service Organization Controls

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. Scope of Work

The City of Fort Lauderdale, Florida (City), is soliciting proposals for a Cloud-Based Grant Management, Case Management, Deferred Loan Processing, Asset Management Software, and Construction Management Software. The Housing and Community Development Division (HCD) manages Federal, State, and Local grants such as, but not limited to, Community Development Block Grant (CDBG), Housing Opportunities for Persons with AIDS (HOPWA), HOME Investment Partnerships (HOME), State Housing Initiatives Partnership (SHIP), and Programs fund by the City General Funds (General Funds).

The Software must have the capability to host enrollment, application, qualification administration and reporting for the following programs funded with Federal, State and local funds:

1. Housing Rehabilitation
2. Tenant Based Rental Assistance
3. Short-term rent Mortgage and Utility Assistance
4. Public Service Activities
5. Down payment Assistance
6. Affordable Housing Development
7. Affordable Housing Inventory Asset Management
8. Non-Profit grants
9. Housing Quality Inspections

The City's goal is to streamline grant management, monitoring, reporting, and subrecipient/beneficiaries application process which will improve administrative efficiency and regulatory compliance of Housing, Community and Community Development and other grant programs. The software must be able to generate Federal Consolidated Performance Evaluation Report CAPER data that is auditable., SHIP report data as well as general grant performance reports that are auditable. The software must have the capability to keep secure Personally Identifiable Information PII. Software provider must be able to demonstrate the software meets or exceeds all security standards for the Information Technology Industry (IT)

Key Features and Capabilities

- Track and enforce principal residency compliance for beneficiaries of home rehabilitation program and purchase assistance.
- Track compliance for differed loans
- Evaluate in real-time activities for sub-recipients of public service funding, community housing development organization funding, and Community Based Development organization funding.
- The Software must be scalable to streamline work for administrators, subrecipients, grant application reviewers, beneficiaries, property managers, construction inspectors and housing quality standards inspectors.

- The Software provider must be able to provide a minimum of 4 hours of training for each implement module. These training should be recorded and be available on demand at no extra cost to the City. Training for software update must also be included.
- Collect and store all beneficiary a subrecipient supporting documentation

The City will begin implementation with fourteen (14) key internal end users that will require access to the GMS. Software licenses can be offered as named licenses or a concurrent license option, and the City is open to a solution that is (a) software as a service (SaaS); (b) an onsite software installation, or (c) a combination of the two.

2. Account Management

Proposer shall provide an Account Manager, who will be readily available during normal business hours to administer the Agreement. Proposer is responsible for notifying the City with any changes in account manager or contact information. Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

3. Personnel

Proposer shall assign all key personnel identified in its proposal and this Agreement to complete all of their responsibilities in connection with performance of its obligations.

Proposer shall obtain written approval of the City prior to reassigning any key personnel. Replacement of key personnel, upon written approval by the City, shall be with personnel of equal or greater ability and qualifications. Proposer's replacement of key personnel shall not be grounds for an increase in the total Agreement price or extension of the time for completion of the services required. The unauthorized change of key personnel by Proposer shall be considered by the City as a material breach of the Agreement and grounds for termination.

4. Implementation Schedule

The implementation schedule will be no more than 3 months in length, starting in 2022 with fully functional software online no later than October 1, 2022. Software priority implementation will consist of the following four programs: 1) housing rehabilitation, 2) down payment assistance, 3) public services activities, and 4) affordable housing multi-family construction/rehabilitation development 4. Housing Quality Standards Inspections, and new module will be added as required.

5. Task Order

Task 1 – Project Initiation

The Project Initiation will be comprised remote or in person meetings as necessary and the development of a workplan for the implementation of the grant management software. A discussion will be conducted on the requirements and the general work items necessary to achieve those requirements.

Task 2 – System Configuration

The System Configuration is for the setup of the software to the functional requirements addressed in the System Functionality Overview section of this Scope of Work. This may be completed remotely. During setup, key City staff will be provided access to the system to assess its adherence to required functionalities and provide feedback.

In addition, the City has specific documents that will need to be configured into the software. Attachment 1 contains samples of the required documents. The content of these samples will be included in those developed within the application.

During the setup, bi-weekly status demonstration meetings conducted via teleconference and/or Zoom/Microsoft Teams, will be conducted to ensure the setup schedule is being maintained and to allow the City the ability to review and validate the system setup at scheduled intervals during the process.

Task 3 – System Acceptance

Under System Acceptance, the City will review all key deliverables submitted. If a major issue is encountered, the City shall provide written notice of the issue and include a reason why a change is required. A Zoom meeting will be conducted to review the issues and define the path forward for updating the system to resolve the identified issues.

As part of System Acceptance, City staff will enter existing project information into the software. The completion of this will be in support of the City's acceptance of the software and will be completed after training.

Software documentation will be provided as part of deployment, after system acceptance has been completed.

Task 4 – Training

Training shall be provided to software administrators and end users and shall include eight hours of virtual training. Training will be developed to teach navigation, data entry, analysis, payment workflow for approval, as well as how to access and complete documents for loan closings.

Task 5 – On-Going Support

Once the system has been implemented and is in use, the City requires ongoing, ad-hoc, remote support to address upgrades, modifications or issues with configuration, functions, and/or software integration that may arise. In addition, technical support will be required. Support will be administered during business hours (8:00 a.m.-5:00 p.m. EST, Monday through Friday) and be available via multiple methods, such as email, phone, teleconference, etc. This is considered ongoing software support.

6. Schedule of Deliverables

Task 1 – Project Initiation

- Remote/In Person Meetings
- Development of a work plan for implementation

Task 2 – System Configuration

- Configuration of software
- Bi-weekly status demonstrations required during the configuration phase

Task 3 – System Acceptance

- Software Acceptance Test Plan

- Software Acceptance Meeting
- Software documentation (Administrator Guide)

Task 4 – Training

- Develop training schedule
- 4 hours virtual training for each module
- Make training videos available on demand.

Task 5 – On-Going Support

- Final Acceptance and Sign-Off
- On-going Software Support
- Module implementing as needed

7. Quality Assurance

The City would like to be able to have access to the system 24hours a day, 7 days a week, with the understanding that the software may be unavailable during required maintenance and upgrades. The City would require at a minimum 24-hour notification prior to making the software unavailable.

8. Non-Performance

- a. If Contactor is found in non-performance per the Agreement requirements and responsibilities, and/or fails to satisfactorily remedy or cure non-performance, the Contract Administrator will file a vendor complaint report with the Procurement Department. The Procurement Department will notify the Proposer in writing. Proposer shall reply in writing within ten (10) business days with detailed corrective action to remedy the non-performance, including Completion Deadline date and time. Follow-up or call-back work to correct such non-performance shall be solely at Proposer's expense.
- b. Contract Administrator shall conduct inspection immediately after Completion Deadline and advise the Procurement Department in writing regarding satisfactory resolution or of any remaining deficiencies.
- c. If Proposer fails to remedy or cure deficiencies identified in a vendor complaint report by the Completion Deadline, the City may deduct the costs from payment of Proposer invoices to obtain service elsewhere.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers,

employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Experience and Qualifications

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

4.2.4 Understanding Project Scope and the Suitability to Meet the City's Needs

Provide in concise narrative form, your understanding of the City's needs, goals and objectives and your overall approach for accomplishment per Appendix A & B.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the implementation in the optimum time. The timeline time shall be stated in calendar days from the date of City notification of award. Such timeline information and proposed dates shall include, but not necessarily be limited to: installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other

available resources you will offer.

4.2.5 References and Past Performance

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

- Client Name, address, contact person telephone and E-mail addresses.
- Year the project was implemented.
- Total cost of the project.

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

4.2.6 Minority/Women (M/WBE) Participation: N/A

4.2.7 Subcontractors: N/A

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Vendor Questionnaire – Appendix B

This questionnaire must be completed and returned with your proposal

D. Service Organization Controls

Provide the Current SSAE 18, SOC 2 Type 1 report with proposal

E. Non-Collusion Statement

This form is to be completed, if applicable, and returned with your proposal.

F. Non-Discrimination Certification Form

This form is to be completed and returned with your proposal.

G. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

H. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing

the Insurance Companies names for the required coverage and limits.

- I. W-9 for Proposing Firm
This form must be completed and returned with your proposal.
- J. Active Status Page from Division of Corporations – Sunbiz.org
Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Firms Experience & Qualification	25%
Understanding Project Scope and the Suitability to Meet the City's Needs	45%
References and Past Performance	10%

Total Project Cost	20%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE**Proposer Name:** _____

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. No other costs will be accepted.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Housing Rehabilitation Program					
Tenant Based Rental Assistance Program					
Short-Term Rent Mortgage and Utility Assistance					
Public Service Activities					
Down-payment Assistance					
Affordable Housing Development					
Affordable Housing Inventory Asset Management					
Non-Profit Grants					
Housing Quality Inspections					
Training					
Travel per Occurrence					
Licenses - 10					

Total Cost: \$ _____

Additional Licenses Cost per License: \$ _____

Submitted by:

Name (printed): _____ Signature: _____

Date: _____ Title: _____

Appendix A

Technical Requirements

SYSTEM FUNCTIONALITY OVERVIEW

Below is an overview of the functional requirements for the grant management software. Functionality is required unless otherwise noted:

GENERAL SYSTEM FUNCTIONALITY

- Ability to fully manage grant funding and associated projects/activities in accordance with Federal and State regulations, to include: 1) grant management, case management, construction and asset monitoring
- Ability to create/allow external non-profit organizations, multi-family developers, and homeowners to apply for funding and submit required documentation for eligibility purposes
- Electronic signature(s) on all applications and eligibility documents
- Data storage, backup and recovery
- Ability to send/communicate via software with any of the above organization types or homeowners

GRANT/PROJECT MANAGEMENT

- Create, accept, review and score grant applications from non-profits organizations and for-profit multi-family developers
- Ability for non-profit and for-profit multi-family developers to submit draw requests for processing
- Ability for non-profits and for-profit multi-family developers to submit accomplishment reports
- Ability to accept applications from homeowners for repairs needed to their homes
- Ability to track grant funding and earned program income in accordance with regulatory spending timelines
- Ability to capture staff time related to specific projects and create labor schedules based on actual time charged to particular funds

CASE MANAGEMENT

- Manage/track beneficiary demographic information for reporting to Federal and State entities
- Upload and store case documents, including supporting documentations as to income and assets
- Conduct project close-out audit review and annual audit reviews for all non-profits and multi-family developers

LOAN PROCESSING

- Complete underwriting of applicants requesting funding
- Create and generate all loan documents for all types of loan closings

CONSTRUCTION

- Integration with the City Geographic Information System (GIS), allowing for interactive map viewing capabilities

- Make available on an annual basis the most up-to-date Craftsman Book Specifications Database-Cost Estimating, or similar database
- Generate property work write-ups based off the Craftsman Book Specifications-Cost Estimating
- Complete property inspections with mobile devices to be able to upload photos
- Accept online Proposer bids for projects
- Ability to process Proposer draw requests through software, routing for approval to designated staff of HCD

ASSET MONITORING

- Evaluate housing unit affordability for multi-family developments
- Monitor tenant certification/re-certification for multi-family developments
- Monitor/complete multi-family property inspections

DASHBOARDS

- Program and project level dashboards including, open action items/issues, notes, scheduled milestones, individual and program cost summaries, change orders, payment requests
- Provide for drill-down functionality showing increasing levels of detailed cost and schedule information from program to project.
- Five Year Consolidated Plan goals and objectives, showing each year annual needs met and areas to still meet goals.
- Yearly Annual Action Plan goals and budget, showing monthly goals met and monthly expenditures per specified program/activity and/or subrecipient.

Appendix B - Vendor Questionnaire

Instructions: Please mark "X" under the type of functionality in columns F, G, and H that your proposed solution can provide per each capability listed.

				Functionality			
Item #	Sub Category Capability		Definition	Standard (out of the box)	Capable with Customization	Limited or No Capability	Comments
Software Functionality and Integration							
1	Admin	Implementation Costs	Estimated costs to configure and implement GMS for the organization.				
2	Admin	Initial Licensing Costs	Initial GMS software purchase costs.				
3	Admin	Email Capability	Ability to send emails on project activities, approvals, etc. from within the GMS.				
4	Integration	Third Party Integration - Financial	Ability of the GMS to integrate with Oracle eBusiness through Application Programming Interfaces (APIs). (On-premise or cloud-based)				
5	Integration	Third Party Integration	Ability to have bi-directional API Integration to other applications. (on-premise or cloud- based)				
6	Integration	Third Party Integration - GIS	Integration with the City Geographic Information System (GIS), allowing for interactive map viewing capabilities.				
7	Admin	SQL/Oracle DB	Ability of GMS to be installed on customer's servers and Oracle environment.				
8	Admin	Virtual Server Compatible	Ability of GMS to be installed on customer's virtual server architecture.				
9	Admin	Windows Architecture	Ability of GMS to be installed on customer's Windows Server architecture. If so, what versions?				
10	Admin	Security-Screen	Ability to have individual system logins with differing security levels.				
11	Admin	Security	Ability to have access control by role, user, project, functional area.				
12	Admin	Audit	Ability to audit capabilities, error logs and reports.				
13	Admin	System Table Management	Ability of users to manage customizations to the software without the need for IT support.				
14	Admin	Ease of Customization	The ability for IT support staff to make changes or updates to the system outside of typical out of the box operations.				
15	Admin	Customization	Ability to create custom forms and mandatory/optional fields.				
16	Data Entry	Ease of Use/Training Requirement	The ability for end users to learn how to use the system effectively and for support staff to learn the system well enough to train end users how to use it.				
17	Data Entry	Web Based	GMS system capable of being entirely web based for end users.				
18	Data Entry	Mobile	GMS system capable of being used on mobile devices. List which devices/OS are supported.				

				Functionality			Comments
Item #	Sub Category Capability		Definition	Standard (out of the box)	Capable with Customization	Limited or No Capability	
19	Data Entry	Mobile	Ability to work online or offline.				
20	Software Support	Company Profile	How many installations does the company have of their products? Provide 5 references.				
21	Software Support	Support Availability	Ability to support users and resolve outstanding issues.				
22	Software Support	Storage and Backup	Ability to store, backup and recover data. (On-premise or cloud-based)				
Grant/Project Management							
23	Project Phase Management	Project Initiation	Ability of GMS to fully manage grant funding and associated projects/activities in accordance with Federal and State regulations, to include: grant management, case construction and asset monitoring.				
24	Project Phase Management	Project Initiation	Ability of GMS to create applications/documents to allow external non-profit organizations, multi-family developers, and homeowners the ability to apply for				
25	Project Phase Management	Project Initiation	Ability of GMS to allow electronic signature(s) on all applications and eligibility documents.				
26	Project Phase Management	Project Initiation	Ability of GMS to allow for submission of pay requests and reporting from outside persons/organizations				
27	Project Phase Management	Project Execution - Bidding	Ability to track and manage project bids and construction.				
Funding Allocation							
28	Funding Allocation	Funding Sources	Ability to track project funding sources and balances for each project.				
29	Funding Allocation	Funding Sources	Ability to show all project commitments against each fund.				
30	Funding Allocation	Funding Sources	Ability to modify, view, and report on funding.				
31	Funding Allocation	Payments	Ability to manage pay requests and approval process through an approval hierarchy.				
Fund/Contract Management							
32	Fund Management	Program Funds	Ability to track and manage grant funding and earned program income in accordance with regulatory spending timelines.				
33	Invoice Management	Invoice Management/Reporting	Ability to track, manage, and report invoices.				
34	Contract Funds	Remaining Contract Funds	Ability to track and manage remaining contract funds.				
35	Contract Management	Document Storage	Ability to store case documents/emails, including supporting documentation as to applicant income & assets				

				Functionality			
Item #	Sub Category Capability		Definition	Standard (out of the box)	Capable with Customization	Limited or No Capability	Comments
36	Contract Management	Audit	Ability to conduct project close-out audit review and annual audit reviews for all non- profits and multi-family developers.				
Time Management							
37	Time Management	Tracking Employee Time	Ability to capture staff time spent on related projects.				
38	Time Management	Labor Scheduling	Ability to create labor schedules based on actual time charged to particular funds.				
Loan Processing							
39	Underwriting Management	Applicant Underwriting	Ability to underwrite an applicant’s submission for funding storing all documents with the software.				
40	Underwriting Management	Document Creation	Ability to create and store necessary documents for closing loans.				
Construction Management/Submittals Processing							
41	Cost Estimation	Cost Estimating Tool	Ability to estimate costs through the Craftsman Book Specifications Database-Cost Estimate, or similar database.				
42	Construction Management	Work Write-Ups	Ability to generate work write-ups based off the above database, or similar database.				
43	Submittals	Change Orders	Ability to track and manage change orders.				
44	Submittals	Submittal Tracking	Ability to accept online Proposer bids, change orders and manage submittals.				
45	Submittals	Proposer Draws	Ability for Proposers to submit draws through software, subsequently routing for approval.				
Asset Management							
46	Asset Management	Housing Affordability	Ability to evaluate housing unit affordability for multi-family developments.				
47	Asset Management	Monitoring	Ability to store and monitor tenant certifications/re-certifications for multiple multi-family developments.				
48	Asset Management	Monitoring	Ability to complete and store annual multi-family property inspections.				
Reporting							
49	User Defined Reports	Ad Hoc Reports	Ability for users to create their own ad hoc reports.				
50	User Defined Reports	User Defined Reports	Ability for users to define their own reports that are made available for use within system.				
51	User Defined Reports	Report outputs	Ability to create reports that include networks/resource histograms, pie charts, or line graphs.				

				Functionality			
Item #	Sub Category Capability		Definition	Standard (out of the box)	Capable with Customization	Limited or No Capability	Comments
52	Standard Reports	Standard Reports	Product includes standard reports out of the box. What external reporting software is required?				
53	Standard Reports	Export Reports	Ability to export to Excel, Word, and PDF formats.				
54	Report Filtering	Project Filtering Capabilities	Ability to filter and sort reports by project manager, department/function, fund, etc.				
55	Dashboard	Standard Out of the Box Dashboard	Product includes standard out of the box dashboard with filter capabilities. (Open action items/issues, notes, scheduled milestones, cost summaries, change orders, pay				
56	Dashboard	User Defined Dashboard	Ability for users to define their own dashboards.				
57	Dashboard	Drill Down Functionality	Ability to drill down functionality showing increasing levels of detailed cost and schedule information from program to project.				
58	Dashboard	Information/Reporting	Ability to capture goals and objectives related to the City's Five Year Consolidated Plan, showing each year annual needs met and areas to still meet.				
59	Dashboard	Information/Reporting	Ability to capture goals and objectives related to the City's Yearly Annual Action Plan, showing monthly goals met and monthly expenditures per specified program/activity and/or subrecipient.				
60	Document Management	File Compatibility	Ability to handle industry standard document types (MS Office, pdfs, photos, video).				
61	Document Archive	Archive Deliverables	Ability to archive deliverables, emails, and reports.				
62	Document/Image Management	Document Approvals	Ability to create workflow process for routing and document approvals within the department.				

Attachment 1 – Sample Reports

Grant Management

- Grant applications accepted, reviewed and status
- Draw requests received and status
- Accomplishments report
- Track funding and program income

Case Management

- Management of beneficiary information
- Track household demographics
- Conduct audit reviews
- Generate continuous residency affidavits

Construction

- Property inspections when scheduled/completed
- Generate work write-ups
- Online Proposer bids by project
- Draw requests received and status

Asset Management

- Property inspections/ Housing Quality Inspections – when scheduled/completed
- Manage cure notices

AGREEMENT FOR

THIS AGREEMENT, made this ____ day of _____ 2022, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and _____ "Contractor" or "Company"), whose address is _____ **Email:** _____; **Phone:** _____ (collectively "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) **Solicitation No.** _____, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated _____ ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated _____, 2022 and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved

by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on _____ and shall end on _____. The City reserves the right to extend this Agreement for _____ terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30)

days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the

minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the 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 sum of \$1,000. 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 or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of 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 City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties, or their respective designee, and approved by the City Commission whenever required in compliance with the City Charter and Code of Ordinances.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2021), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

EE. Notices

Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by

registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as each party may from time to time designate by notice as herein provided.

AS TO CITY: Greg Chavarria,
City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Alain Boileau
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

AS TO CONTRACTOR:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE, a Florida municipality

David R. Soloman, City Clerk

By: _____

Greg Chavarria City Manager

_____ day of _____, 20____

Approved as to form:

ALAIN E. BOILEAU, City Attorney

By: _____

Patricia SaintVil-Joseph
Assistant City Attorney

WITNESSES:

_____, a Florida corporation

Signature

By: _____
(Name), (Title)

Print Name

(CORPORATE SEAL)

Signature

Print Name

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by **(Name) as (Title) for (Company Name), a Florida corporation.**

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

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

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

2. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

3. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

4. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

5. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020

Appendix B - Vendor Questionnaire

Instructions: Please mark "X" under the type of functionality in columns F, G, and H that your proposed solution can provide per each capability listed.

Item #	Sub Category Capability	Definition	Functionality			Comments	
			Standard (out of the box)	Capable with Customization	Limited or No Capability		
Software Functionality and Integration							
1	Admin	Implementation Costs	Estimated costs to configure and implement GMS for the organization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	Admin	Initial Licensing Costs	Initial GMS software purchase costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Admin	Email Capability	Ability to send emails on project activities, approvals, etc. from within the GMS.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	Integration	Third Party Integration - Financial	Ability of the GMS to integrate with Oracle eBusiness through Application Programming Interfaces (APIs). (On-premise or cloud-based)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5	Integration	Third Party Integration	Ability to have bi-directional API Integration to other applications. (on-premise or cloud- based)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6	Integration	Third Party Integration - GIS	Integration with the City Geographic Information System (GIS), allowing for interactive map viewing capabilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	Admin	SQL/Oracle DB	Ability of GMS to be installed on customer's servers and Oracle environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8	Admin	Virtual Server Compatible	Ability of GMS to be installed on customer's virtual server architecture.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9	Admin	Windows Architecture	Ability of GMS to be installed on customer's Windows Server architecture. If so, what versions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10	Admin	Security-Screen	Ability to have individual system logins with differing security levels.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11	Admin	Security	Ability to have access control by role, user, project, functional area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12	Admin	Audit	Ability to audit capabilities, error logs and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13	Admin	System Table Management	Ability of users to manage customizations to the software without the need for IT support.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14	Admin	Ease of Customization	The ability for IT support staff to make changes or updates to the system outside of typical out of the box operations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15	Admin	Customization	Ability to create custom forms and mandatory/optional fields.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16	Data Entry	Ease of Use/Training Requirement	The ability for end users to learn how to use the system effectively and for support staff to learn the system well enough to train end users how to use it.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17	Data Entry	Web Based	GMS system capable of being entirely web based for end users.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18	Data Entry	Mobile	GMS system capable of being used on mobile devices. List which devices/OS are supported.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Item #	Sub Category Capability	Definition	Functionality			Comments	
			Standard (out of the box)	Capable with Customization	Limited or No Capability		
19	Data Entry	Mobile	Ability to work online or offline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20	Software Support	Company Profile	How many installations does the company have of their products? Provide 5 references.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
21	Software Support	Support Availability	Ability to support users and resolve outstanding issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22	Software Support	Storage and Backup	Ability to store, backup and recover data. (On-premise or cloud-based)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Grant/Project Management							
23	Project Phase Management	Project Initiation	Ability of GMS to fully manage grant funding and associated projects/activities in accordance with Federal and State regulations, to include: grant management, case construction and asset monitoring.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
24	Project Phase Management	Project Initiation	Ability of GMS to create applications/documents to allow external non-profit organizations, multi-family developers, and homeowners the ability to apply for	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
25	Project Phase Management	Project Initiation	Ability of GMS to allow electronic signature(s) on all applications and eligibility documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
26	Project Phase Management	Project Initiation	Ability of GMS to allow for submission of pay requests and reporting from outside persons/organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
27	Project Phase Management	Project Execution - Bidding	Ability to track and manage project bids and construction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Funding Allocation							
28	Funding Allocation	Funding Sources	Ability to track project funding sources and balances for each project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

29	Funding Allocation	Funding Sources	Ability to show all project commitments against each fund.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
30	Funding Allocation	Funding Sources	Ability to modify, view, and report on funding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
31	Funding Allocation	Payments	Ability to manage pay requests and approval process through an approval hierarchy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fund/Contract Management							
32	Fund Management	Program Funds	Ability to track and manage grant funding and earned program income in accordance with regulatory spending timelines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
33	Invoice Management	Invoice Management/Reporting	Ability to track, manage, and report invoices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34	Contract Funds	Remaining Contract Funds	Ability to track and manage remaining contract funds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
35	Contract Management	Document Storage	Ability to store case documents/emails, including supporting documentation as to applicant income & assets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Item #	Sub Category	Capability	Definition	Functionality			Comments
				Standard (out of the box)	Capable with Customization	Limited or No Capability	
36	Contract Management	Audit	Ability to conduct project close-out audit review and annual audit reviews for all non-profits and multi-family developers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Time Management							
37	Time Management	Tracking Employee Time	Ability to capture staff time spent on related projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
38	Time Management	Labor Scheduling	Ability to create labor schedules based on actual time charged to particular funds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Loan Processing							
39	Underwriting Management	Applicant Underwriting	Ability to underwrite an applicant's submission for funding storing all documents with the software.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
40	Underwriting Management	Document Creation	Ability to create and store necessary documents for closing loans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Construction Management/Submittals Processing							
41	Cost Estimation	Cost Estimating Tool	Ability to estimate costs through the Craftsman Book Specifications Database-Cost Estimate, or similar database.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
42	Construction Management	Work Write-Ups	Ability to generate work write-ups based off the above database, or similar database.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
43	Submittals	Change Orders	Ability to track and manage change orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
44	Submittals	Submittal Tracking	Ability to accept online Proposer bids, change orders and manage submittals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
45	Submittals	Proposer Draws	Ability for Proposers to submit draws through software, subsequently routing for approval.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Asset Management							
46	Asset Management	Housing Affordability	Ability to evaluate housing unit affordability for multi-family developments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
47	Asset Management	Monitoring	Ability to store and monitor tenant certifications/re-certifications for multiple multi-family developments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
48	Asset Management	Monitoring	Ability to complete and store annual multi-family property inspections.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reporting							
49	User Defined Reports	Ad Hoc Reports	Ability for users to create their own ad hoc reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
50	User Defined Reports	User Defined Reports	Ability for users to define their own reports that are made available for use within system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
51	User Defined Reports	Report outputs	Ability to create reports that include networks/resource histograms, pie charts, or line graphs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Item #	Sub Category	Capability	Definition	Functionality			Comments
				Standard (out of the box)	Capable with Customization	Limited or No Capability	
52	Standard Reports	Standard Reports	Product includes standard reports out of the box. What external reporting software is required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
53	Standard Reports	Export Reports	Ability to export to Excel, Word, and PDF formats.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
54	Report Filtering	Project Filtering Capabilities	Ability to filter and sort reports by project manager, department/function, fund, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
55	Dashboard	Standard Out of the Box Dashboard	Product includes standard out of the box dashboard with filter capabilities. (Open action items/issues, notes, scheduled milestones, cost summaries, change orders, pay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
56	Dashboard	User Defined Dashboard	Ability for users to define their own dashboards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
57	Dashboard	Drill Down	Ability to drill down functionality showing increasing levels of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

		Functionality	detailed cost and schedule information from program to project.				
58	Dashboard	Information/Reporting	Ability to capture goals and objectives related to the City's Five Year Consolidated Plan, showing each year annual needs met and areas to still meet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
59	Dashboard	Information/Reporting	Ability to capture goals and objectives related to the City's Yearly Annual Action Plan, showing monthly goals met and monthly expenditures per specified program/activity and/or subrecipient.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
60	Document Management	File Compatibility	Ability to handle industry standard document types (MS Office, pdfs, photos, video).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
61	Document Archive	Archive Deliverables	Ability to archive deliverables, emails, and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
62	Document/Image Management	Document Approvals	Ability to create workflow process for routing and document approvals within the department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ITB No. 12690-925

TITLE: Grant Management Software

ADDENDUM NO.1

DATE: 08/09/2022

This addendum is being issued to make the following change(s): ***Updates Section 4.2.5 - References and Past Performance***

Changed From**4.2.5 References and Past Performance**

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

- Client Name, address, contact person telephone and E-mail addresses.
- Year the project was implemented.
- Total cost of the project.
- **Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

Changed To**4.2.5 References and Past Performance**

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

- Client Name, address, contact person telephone and E-mail addresses.
- Year the project was implemented.
- Total cost of the project.

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

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Purchasing Specialist

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12692-925 - Grant Management Software

Overall Bid Questions

Question 1

Can the City provide the following documents in PDF or .DOCX format? They are only available at HTML download from the online portal.

Non-Discrimination Form

Bid Proposal Certificate

E-Verify Affirmation Statement

General Conditions

Non-Collusion Statement

References (Submitted: Jul 28, 2022 12:50:28 PM EDT)

Answer

- Please contact BidSync if you are unable to download the documents. (Answered: Jul 29, 2022 8:51:07 AM EDT)

Question 2

Please clarify timeline expectations. Assuming a best-case (but likely unrealistic) scenario where a contract could be signed on the first business day following the RFP deadline, only 34 days remain until October 1, 2022. Based on the programs and scope of work you have indicated, we believe a six-month timeline would be more reasonable to implement a fully-functional system that will best serve your needs and have ample time for UAT and training. Would that timeline be acceptable? (Submitted: Jul 29, 2022 2:36:49 PM EDT)

Answer

- For program purposes, the successful vendor should be able to implement within 4 months of the fully executed agreement. Training should be available as needed and technical support available throughout the contract period. (Answered: Aug 1, 2022 10:50:16 AM EDT)

Question 3

Can you clarify what you mean by "4. Housing Quality Standards Inspections, and new module will be added as required." at the end of this paragraph?

The implementation schedule will be no more than 3 months in length, starting in 2022 with fully functional software online no later than October 1, 2022. Software priority implementation will consist of the following four programs: 1) housing rehabilitation, 2) down payment assistance, 3) public services activities, and 4) affordable housing multi- family construction/rehabilitation development 4. Housing Quality Standards Inspections, and new module will be added as required. (Submitted: Jul 29, 2022 2:42:35 PM EDT)

Answer

- Housing Quality Standards: (HQS) define "standard housing" and establish the minimum criteria for the health and safety of program participants. Refer to US Department of Housing and Urban Development (HUD) form HUD-52580A(07/19). (Answered: Aug 1, 2022 10:50:16 AM EDT)

Question 4

Have you seen demonstrations of any grant management systems prior to issuing this RFP? If so, will you share which systems? (Submitted: Jul 29, 2022 3:39:41 PM EDT)

Answer

- No, the City did not participate in any system demonstration(s) (Answered: Aug 1, 2022 10:50:16 AM EDT)

Question 5

Is the vendor required to be on site for any portion of the contract term? (Submitted: Jul 29, 2022 3:40:59 PM EDT)

Answer

- The awarded vendor maybe required to be on site during the implementation phase. (Answered: Aug 1, 2022 10:50:16 AM EDT)

Question 6

.Affordable Housing Inventory Asset Management - Can you clarify whether this is a grant program? (Submitted: Jul 29, 2022 3:45:36 PM EDT)

Answer

- No, it is not a grant program. The Affordable Housing Inventory Asset Management program will manage the asset(s) acquired from various grant and non-grant sources. (Answered: Aug 1, 2022 10:50:16 AM EDT)

Question 7

Does the agency hold licenses for an electronic signature tool you would like to use as part of this solution? If so, please provide the name. If not, do you have a preferred tool or would you like this to be included in the proposal? (Submitted: Jul 29, 2022 3:46:11 PM EDT)

Answer

- No. The City does not have an electronic signature tool. (Answered: Aug 1, 2022 10:50:16 AM EDT)

Question 8

Are there any Security needs required to maintain the data? I.e., FEDRAMP and Audit requirements? If so, please describe. (Submitted: Jul 29, 2022 3:49:49 PM EDT)

Answer

- The application is expected to contain Personal Identifiable Information (protected under Florida state law) and HIPAA data (protected under Federal law). Since the application is expected to be cloud hosted, the chosen vendor must provide a "SOC 2, type 2" audit report for IT Security's review so we can confirm the vendor is fully compliant with state/federal law. (Answered: Aug 1, 2022 3:11:55 PM EDT)

Question 9

Will this project require data migration from existing systems? If so, please describe the data, the number and type of records, the total size of the files, etc. (Submitted: Jul 29, 2022 3:55:59 PM EDT)

Answer

- Data migration will not be required at the initial implementation but maybe required at a later date. (Answered: Aug 1, 2022 10:50:16 AM EDT)

Question 10

Is the city currently using another system and/ or vendor to manage grants? If so, what is the system/vendor? If not, how are grants currently being managed by the county? (Submitted: Jul 29, 2022 3:56:32 PM EDT)

Answer

- The City uses a combination of a manual system and software systems such as Microsoft Office Products, Provide Enterprise and Grant Management Tracking System.

We do not know the amount of grants that are being managed by the County, however the City of Fort Lauderdale currently currently manages 7 types of grants. (Answered: Aug 1, 2022 4:08:07 PM EDT)

Question 11

How much grant funding is typically managed by the city in a given fiscal year? (Submitted: Jul 29, 2022 3:57:36 PM EDT)

Answer

- The City typically manages funds between \$9M to \$15M. (Answered: Aug 1, 2022 10:50:16 AM EDT)

Question 12

Do you have an anticipated budget for this project? If so, will you share the budget amount? (Submitted: Jul 29, 2022 4:00:18 PM EDT)

Answer

- Approximately 170,000.00 (Answered: Aug 1, 2022 3:34:31 PM EDT)

Question 13

You note there are 14 "key" internal users. Will there be any additional internal users who will need any level of access to the system? If so, how many will need any level of access and please describe those roles. (Submitted: Jul 29, 2022 4:00:34 PM EDT)

Answer

- The 14 uses mentioned includes the actual uses and any additional uses. However, the City may further require additional uses at a later date.

The level of access will be discussed with the awarded vendor (Answered: Aug 1, 2022 4:08:07 PM EDT)

Question 14

Do you have an anticipated budget for this project? If so, will you share the budget amount? (Submitted: Jul 29, 2022 4:00:49 PM EDT)

Answer

- See response to Question 12 (Answered: Aug 1, 2022 3:34:31 PM EDT)

Question 15

Would you be able to provide additional details regarding what the 7 types of grant applications the City is managing are? (Submitted: Aug 2, 2022 11:59:21 AM EDT)

Answer

- The City manages 7 different types of grant funding. Within each funding source there are many different programs. Eg. Purchase Assistance, Minor Home Repairs and Rehabilitation, Capital projects, economic

development activities, rental assistance, asset management, and related compliance activities. (Answered: Aug 5, 2022 4:26:13 PM EDT)

Question 16

The City mentions that the information uploaded to the system may include HIPAA information. What is the desired outcome for storing HIPAA information in the grant management system? (Submitted: Aug 2, 2022 12:00:23 PM EDT)

Answer

- End beneficiaries may need to demonstrate eligibility by documenting certain medical conditions which serves to document compliance with the grant funding sources terms and conditions. (Answered: Aug 5, 2022 4:26:13 PM EDT)

Question 17

Would the City be able to share examples of the types of reports the system should generate? (Submitted: Aug 2, 2022 12:00:52 PM EDT)

Answer

- Proposers are required to submit sample reports generated by their proposed software solution.

Please visit the Housing and Urban Development (HUD) website to learn more about CAPER (Answered: Aug 5, 2022 4:26:13 PM EDT)

Question 18

Would the City be able to provide an Excel version for the Appendix B questionnaire? (Submitted: Aug 2, 2022 12:01:28 PM EDT)

Answer

- The City will upload a web version (Answered: Aug 5, 2022 4:26:13 PM EDT)

Question 19

Hello, we've missed the initial advertisement. would the city consider a 1-2 week extension? (Submitted: Aug 4, 2022 9:47:25 AM EDT)

Answer

- No the City will not be extending the bid opening date. (Answered: Aug 5, 2022 4:26:13 PM EDT)

Question 20

Is the \$170,000 budget for the full 5 year term or for the first year? (Submitted: Aug 4, 2022 4:33:35 PM EDT)

Answer

- Yes, the budget is in relation to the 5 year term. (Answered: Aug 5, 2022 4:26:13 PM EDT)

Question 21

Are there any other HUD reporting requirements beyond the CAPER?
Does the GMS need to interface with any HMIS Systems and if so, which ones? (Submitted: Aug 4, 2022 8:12:21 PM EDT)

Answer

- There are other secondary report such as Section 3 and Davis Bacon.

No, there is no need GMS to interface with any HMIS at this time. (Answered: Aug 8, 2022 12:31:10 PM EDT)

Question 22

It's asking me to attest to pool qualifications, please advise: "All qualified respondents shall have minimum 5 years experience providing Co2 service for large, competitive swimming pool application.

All qualified respondents must provide a minimum of three references from other governmental agencies of similar size to the City of Fort Lauderdale for providing Co2 service for large competitive swimming pool application.

I comply with this qualificationPending agency approval" (Submitted: Aug 5, 2022 3:36:36 PM EDT)

Answer

- This Question does not relate to this solicitation. (Answered: Aug 5, 2022 4:26:13 PM EDT)

Question 23

When does the city plan to execute a contract, based on the timeline of going live no later than October 1, 2022? (Submitted: Aug 5, 2022 3:42:46 PM EDT)

Answer

- The go live date will be dependent on the contract award date. Please refer to response at Question 2. (Answered: Aug 8, 2022 12:31:10 PM EDT)

Question 24

On page 35 of the RFP, Attachment 1 - Sample Reports. Is the City of Fort Lauderdale requesting an actual sample of a report to include with the proposal, or asking for acknowledgment we can provide such reports? (Submitted: Aug 5, 2022 3:59:24 PM EDT)

Answer

- Yes, Include sample reports with proposals. (Answered: Aug 5, 2022 4:26:13 PM EDT)

Question 25

Question 20 in the vendor questionnaire is: "How many installations does the company have of their products? Provide 5 references." Are these in addition to the 3 references requested as part of the RFP? (Submitted: Aug 8, 2022 11:51:20 AM EDT)

Answer

- The Question 20 of the vendor questionnaire takes precedence over Section 4.2.5 which requires the submission of "at least" 3 references. Proposers must submit 5 references. (Answered: Aug 9, 2022 9:06:57 AM EDT)

- Please see Addendum 1. (Answered: Aug 9, 2022 9:31:21 AM EDT)

Question 26

Question 45 in the Vendor Questionnaire is "Ability for Proposers to submit draws through software, subsequently routing for approval." What does the word "draws" mean in this context? (Submitted: Aug 8, 2022 11:52:06 AM EDT)

Answer

- The word "draws" refers to: Request for financial reimbursement against grant funding by subrecipients of the grant. (Answered: Aug 8, 2022 1:19:19 PM EDT)

Question 27

Section 4 - Implementation Schedule, found on page 16, says, "Software priority implementation will consist of the following four programs: 1) housing rehabilitation, 2) down payment assistance, 3) public services activities, and 4) affordable housing multi- family construction/rehabilitation development 4. Housing Quality Standards Inspections, and new module will be added as required." In this sentence, what does "4. Housing Quality Standards Inspections, and new module will be added as required" mean? (Submitted: Aug 8, 2022 3:14:15 PM EDT)

Answer

- The Housing Quality Standards(HQS) form is updated at intervals by HUD . This means implementing the current module with the capacity to make updates as they are released by HUD. (Answered: Aug 9, 2022 9:06:57 AM EDT)

EXHIBIT B

Contractor's response to the ITB, dated August 12, 2022

Exhibit B: Pricing Summary

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Benevate Inc. dba Neighborly Software

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. No other costs will be accepted.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Housing Rehabilitation Program	\$2,000	\$0	\$0	\$0	\$0
Tenant Based Rental Assistance Program	\$2,000	\$0	\$0	\$0	\$0
Short-Term Rent Mortgage and Utility Assistance	\$2,000	\$0	\$0	\$0	\$0
Public Service Activities	\$2,000	\$0	\$0	\$0	\$0
Down-payment Assistance	\$2,000	\$0	\$0	\$0	\$0
Affordable Housing Development	\$2,000	\$0	\$0	\$0	\$0
Affordable Housing Inventory Asset Management	\$2,000	\$0	\$0	\$0	\$0
Non-Profit Grants	\$2,000	\$0	\$0	\$0	\$0
Housing Quality Inspections	\$0	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0	\$0
Travel per Occurrence	N/A				
Licenses - 10	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
Licenses 11-14	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Craftsman Book - Specifications	\$500	\$500	\$500	\$500	\$500

Total Cost: \$47,700 (Year 1) Annual recurring cost, year 2-5: \$31,700

Additional Licenses Cost per License: \$ Licenses 11+ are a cost of \$1,800 per license.

Submitted by:

Name (printed): Leah Larson Signature: Leah Larson

Date: 08/12/2022 Title: Sales Executive

EXHIBIT C
THIRD-PARTY LICENSES AND INTELLECTUAL PROPERTY RIGHTS

The Contractor warrants that, as of the time this Agreement is executed, no Licensed Deliverable is subject to any Usage Right from a third-party. If any such third-party Usage Right is discovered or required, the Contractor shall notify the City in accordance with the terms and condition of this Agreement, and both Parties shall mutually agree in writing if and how to proceed.

EXHIBIT D
HOSTING SERVICE LEVEL STANDARDS

1. Definitions: For purposes of this Exhibit:

- (a) “**Allowable Downtime**” means the total number of hours in a given calendar month during which the System is not Available because of an exception listed in section 2 of this Exhibit.
- (b) “**Available**” means the Software is (i) available for access and use by the City and all users authorized by this Agreement and (ii) operating in full accordance with this Agreement.
- (c) “**Service Hours**” means the total number of hours in a given calendar month reduced by the number of hours of Allowable Downtime during that month.
- (d) “**Unplanned Downtime**” means the total number of hours in a given calendar month during which the System is not Available for a reason *other than* an exception listed in section 2 of this Exhibit.
- (e) “**Service Availability**” means a measure of access by the City to the Software via the Internet and the Hosting Services calculated as follows:

$$\% \text{ availability} = \frac{(\text{Service Hours} - \text{Unplanned Downtime})}{\text{Service Hours}} \times 100$$

- (f) “**Service Availability Minimum**” means the minimum expected level of Service Availability set forth in section 5 of this Exhibit.

2. Allowable Downtime Exceptions: Each of the following is an exception to the availability requirements set forth in this Exhibit, and any hour in which the System is not Available due to one or more of these exceptions is considered Allowable Downtime:

- (a) misuse of the Software by the City;
- (b) loss of the City’s internet connectivity;
- (c) internet or other network traffic problems other than problems arising in or from

networks actually or required to be provided or controlled by the City pursuant to this Agreement;

- (d) failure by the City to meet any minimum hardware or software requirements set forth in this Agreement; or
- (e) Scheduled Downtime as set forth in section 3 of this Exhibit.

3. Scheduled Downtime: The Contractor shall notify City at least 24 hours in advance of any full or partial scheduled outage of the Hosting Services or Software (“**Scheduled Downtime**”). Unless the City provides prior written consent, any period of Scheduled Downtime (not including “Maintenance Window”) must not: (i) last longer than one hour; (ii) be scheduled during City hours of operation (i.e., 6:00 am through 5:00 pm City time, Monday through Friday); and (iii) occur more frequently than once per week.

- (a) “Maintenance Window” shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Contractor shall maintain the Services: Tuesday, Thursday, Saturday 11pm-3am ET.

4. Service Availability Reports: No more than 30 days after the end of each month during which Hosting Services are provided pursuant to this Agreement, the Contractor shall provide to the City a report describing the Service Availability and other performance of the Hosting Services during that calendar month and the calendar year-to-date as compared to the Service Availability Minimum. The report shall be in electronic or such other form as the City may approve in writing and shall include, at a minimum:

- (a) the actual performance of the Hosting Services relative to the Service Availability Minimum and any other applicable standards set forth in this Agreement; and
- (b) if the Service Availability during the reporting period has fallen below the Service Availability Minimum, a description in sufficient detail to inform the City of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Service Availability Minimum or other applicable requirements of this Agreement will be fully met going forward.

5. Service Availability Minimum and Service Credits:

- (a) If the Service Availability in a given month falls below the Service Availability Minimum listed below, the City is entitled to a credit of the Usage Fee attributable

to that month (a “**Service Credit**”) as follows:

Percent of Service Availability in Month	Performance Credit Due
At or above the Service Availability Minimum of 99.5%	N/A
Less than 99.5%	5%

- (b) Calculation (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)
- (c) The Contractor shall continuously monitor Service Availability, and at the end of each month, the Contractor shall calculate any Service Credit owed to the City for that month, regardless of whether the City has received a report of Service Availability pursuant to section 4 of this Exhibit.
- (d) Performance Credit. Performance credits may not be redeemed for cash and will only apply a credit to the month in which the incident occurred.
- (e) If, upon termination of this Agreement, there are any outstanding Service Credits, the Contractor shall, no more than 30 days after that termination, issue payment to the City in the total amount of outstanding Service Credits.