



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

TECHNOLOGY SOFTWARE APPLICATIONS
SUPPORT SERVICES

REQUEST FOR QUALIFICATIONS
NO. 2024-08

CITY OF WESTON, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 2024-08

TECHNOLOGY SOFTWARE APPLICATIONS
SUPPORT SERVICES

SOLICITATION DOCUMENTS:

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- SECTION 3: GENERAL CONDITIONS
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NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, Indian Trace Development District and Bonaventure Development District (collectively the "CITY") will be accepting sealed proposals for:

TECHNOLOGY SOFTWARE APPLICATIONS SUPPORT SERVICES REQUEST FOR QUALIFICATIONS ("RFQ") NO. 2024-08

The CITY is requesting proposals from qualified firms to provide technology software applications support services on an ongoing, or as needed basis, and at the sole discretion of the CITY. PROPOSERS shall provide designated personnel and services to the CITY to support CITY departments. Firms shall be responsible for providing, but not limited to, human resources management, personnel benefits, payroll, workers' compensation and specific licenses/training for personnel required by and provided to CITY departments.

Technology software applications support services will be delivered through a tiered support system model to ensure the effective functioning of key City software applications and related support activities.

The scope of work includes support services for the following City software applications:

- Accela Automation and EPermit Hub Systems
- Azteca Cityworks Maintenance Management System and ESRI Enterprise Geographic Information Systems (GIS)
- Tyler Munis Enterprise Resource Planning (ERP) System
- Microsoft PowerBI Data Visualization and Business Intelligence Systems

PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFQ, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

PROPOSER QUALIFICATIONS

A proposal will only be considered from firms that are regularly engaged in the business of providing the services required by this solicitation. The PROPOSER must be able to demonstrate a record of exceptional performance and have sufficient financial resources and organization to ensure that they can satisfactorily provide the services, as required.

PROPOSERS key staff (designated to work with the CITY) shall have a minimum of three (3) years of experience from the date that this RFQ is issued, in providing the technology support services requested in this RFQ for an entity of a similar scope, complexity and size as the CITY.

PROPOSER shall have staff that have all the required State and Local government licenses and registrations, or which must be acquired within 30 days after commencement of work.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-bid conference shall be held virtually on **July 11, 2024 at 3:30 p.m.** local time. All Bidders planning to submit a bid are required to attend this virtual conference. Failure of a bidder to be present shall render a bidder to be deemed non-responsive and the bid shall not be considered for award. Decisions of the City shall be final. Connect to the Live Event link via Cisco Webex:

Event:	Pre-Proposal: RFQ No. 2024-08 Technology Software Applications Support Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=mdb8e2e19e5224f6ee9774a4000ef0604
	You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click “Join a Meeting” • Enter Event/Meeting Number
Date and Time:	Thursday, July 11, 2024 at 3:30 p.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2319 639 7010
Event Password:	Weston (937866 when dialing from a phone or video system)
Audio Conference:	To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code. US Toll + 1-415-655-0001 Show all global call-in numbers. Access code: 2319 639 7010

PROPOSAL SUBMITTAL DEADLINE

Submittals shall be received by the City Clerk until **2:00 p.m., local time, on July 26, 2024** (the “Proposal Submittal Deadline”) at City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Submittals received after this time shall be returned unopened. The sealed submittals will be publicly opened at the City of Weston City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via the Live Event link to Cisco Webex follows:

Event:	Opening: RFQ No. 2024-08 Technology Software Applications Support Services
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m573fa0a84fe3d4ef4e7d261be338a022
	You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click “Join a Meeting” • Enter Event/Meeting Number
Date and Time:	Friday, July 26, 2024 at 2:00 p.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2312 492 9122
Event Password:	Weston (937866 when dialing from a phone or video system)
Audio Conference:	To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code. US Toll + 1-415-655-0001 Show all global call-in numbers. Access code: 2312 492 9122

AVAILABILITY OF RFQ DOCUMENTS

Interested parties may download a copy of RFQ No. 2024-08, Technology Software Applications Support Services, by visiting the CITY's Procurement website at: <https://www.westonfl.org/government/procurement>. Bid documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

PROPOSAL SECURITY

Proposal security in the form of a proposal bond acceptable to CITY or a cashier's check made payable to the "City of Weston" in the amount of \$5,000.00, will be required to be submitted with the Proposal.

PERFORMANCE AND PAYMENT BOND

Simultaneous with the delivery of the executed contract to the CITY upon award, the awarded PROPOSERS shall furnish an executed Performance and Payment bond as security for the faithful performance of contract and for the payment of all persons performing labor and/or furnishing materials in connection with the Project. The Performance and Payment bond amount shall be \$100,000.00.

QUESTIONS

Any questions concerning this Bid shall be submitted in writing to the **Director of Procurement, Martha Perez-Garviso at mperezgarviso@westonfl.org, with "RFQ No. 2024-08 for Technology Software Applications Support Services"** in the subject line by 4:00 p.m., local time at least five business days prior to the submittal deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFQ:

Margaret Brown, Mayor
Byron L. Jaffe, Commissioner
Mary Molina-Macfie, Commissioner
Chris Eddy, Commissioner; and
Henry Mead, Commissioner

Bryan Cahen, Director of Budget, Selection Committee Member;
Reddy Chitepu, Director of Public Works, Selection Committee Member;
Mike Miller, Assistant Director Development Services, Selection Committee Member;
Thaddeus Bielecki, Director of Landscaping, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the CITY Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

RIGHTS RESERVED

The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:

- A. Reject any or all bids;
- B. Waive any informality in a bid;
- C. Waive any deficiency or irregularity in the selection process;
- D. Accept or reject any or all bids in part or in whole; and
- E. Request additional information as appropriate.

The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the bid as determined to be in the best interest of the CITY;
- B. Reject any or all bids if found by the City Commission not to be in the best interest of the CITY;
- C. Award an Agreement to one or more than one bidder, make split or multiple awards as determined to be in the best interest of the CITY; and
- D. In the event of a sole bid, reject the sole bid.

Martha Perez-Garviso
Director of Procurement
City of Weston

Published: June 28, 2024

SECTION 2

BACKGROUND INFORMATION

2.1 General

The CITY is requesting proposals from qualified firms to provide technology software applications support services on an ongoing, or as needed basis, and at the sole discretion of the CITY. PROPOSERS shall provide designated personnel and services to the CITY to support CITY departments. Firms shall be responsible for providing, but not limited to, human resources management, personnel benefits, payroll, workers' compensation and specific licenses/training for personnel required by and provided to CITY departments.

Technology software applications support services will be delivered through a tiered support system model to ensure the effective functioning of key City software applications and related support activities.

The scope of work includes support services for the following City software applications:

- Accela Automation and EPermit Hub Systems
- Azteca Cityworks Maintenance Management System and ESRI Enterprise Geographic Information Systems (GIS)
- Tyler Munis Enterprise Resource Planning (ERP) System
- Microsoft PowerBI Data Visualization and Business Intelligence Systems

Upon review of the qualifications, the PROPOSER will be evaluated and ranked. The Selection Committee may short list and rank PROPOSER and may interview these firms for final ranking and recommendation.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected PROPOSER who shall perform the work or services. Information the CITY deems necessary in order to make a determination shall be provided by the PROPOSER upon request.

The PROPOSER is prohibited from exempting any provisions of this RFQ and Agreement.

2.2 Scope of Services

The scope of services for this Request for Qualifications requires the qualified firm to provide software support services to support the City of Weston. The City currently utilizes several software applications which support the City's daily operations.

A. Supported Software Applications

Software applications support services will be delivered through a tiered support system to ensure the effective functioning of key City software applications and related support activities. The scope of work includes support services for the following City software applications:

- Accela Automation and EPermitHub- Permitting Services, Code Enforcement,

Business Tax Receipts, Estoppels, Vacation Rental Registration, and Special Events. Permit Rocket's EPermitHub is used for electronic plan review and is directly integrated into the City's Accela Automation System.

- Azteca Cityworks Maintenance Management System and ESRI Enterprise Geographic Information Systems (GIS)- Asset Management, Service Requests, Work Orders, Mapping, Spatial Analysis, Enterprise Geodatabase Administration. Supports the operations of Public Works Department, Parks Department and Landscape Department. Cityworks is directly integrated with the City's Enterprise GIS.
- Tyler Munis Enterprise Resource Planning (ERP) System- Accounting, Budget, Capital Assets and Procurement.
- Microsoft PowerBI- Data Analytics, Executive Dashboards.
- Other Software Support Services- Microsoft SQL Database Administration- Relational Database Administration, Data Warehousing, Data Security, Data Loss Prevention, Reporting. Maintenance of custom software programs developed in ASP.NET.

B. Tiered Support System

The support services will be structured in a tiered system to address issues at different levels of complexity. The tiers are defined as follows:

1. Tier 1: Basic Support (Help Desk)

- Provide initial point of contact for users.
- Address and resolve basic user inquiries and issues.
- Log and categorize support requests.
- Provide user guidance and assistance.
- Escalation liaison.

2. Tier 2: Application Support and Troubleshooting

- Investigate and resolve software application issues.
- Perform system monitoring and proactive issue identification.
- Provide assistance with software functionalities and features.
- Coordinate with software vendors for issue resolution when necessary.
- User training.

3. Tier 3: Advanced Technical Support and Escalation

- Handle complex technical issues requiring in-depth expertise.
- Collaborate with software vendors and escalate issues as needed.
- Conduct root cause analysis for recurring problems.
- Implement advanced troubleshooting and resolution strategies.
- Provide business process analysis and improvement strategies.
- Provide advanced software development and automations.
- Project management.

C. Human Resources and Benefits Management

The firm shall provide full human resources services for their employees designated to the CITY as designated support personnel. Such human resources management shall include but not be limited to:

1. Compliance with all applicable labor and human resources related issues as required by federal, state and local laws and regulations.
2. Providing automated administrative processes for hiring of new employees, including but not limited to posting of job descriptions, receiving applications and selecting qualified applicants.
3. Payroll management.
4. Provide full benefit administration for health and other employee benefits.

D. Existing Contractor Support Personnel

The PROPOSER shall offer the existing Contractors' personnel currently performing CITY support services and functions at CITY facilities, the opportunity to remain and continue as support personnel under this RFQ, thereby being eligible for transition as employees of the PROPOSER.

E. License, Certification and Training

The firms shall be responsible for ensuring that personnel have the required and applicable license and certifications for the support services, on an ongoing basis. The firm shall provide applicable training.

F. Transition Plan

The PROPOSER shall provide a description of how services will be transitioned. The awarded firm shall be responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

2.3 Qualifications and Experience

PROPOSERS shall offer qualifications and experience to demonstrate the capability to provide the services described herein. The PROPOSER through its employees, shall provide services which are designed to be flexible, efficient, and cost effective in compliance with the CITY's goals and objectives. PROPOSERS must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

- A. PROPOSERS key staff (designated to work with the CITY) shall have a minimum of three (3) years of experience from the date that this RFQ is issued, in providing the technology support services requested in this RFQ for an entity of a similar scope, complexity and size as the CITY.
- B. PROPOSER shall have staff that have all the required State and Local government licenses and registrations, or which must be acquired within 30 days after commencement of work.

This RFQ shall not create an employee/employer relationship between the parties. The awarded

firms (including their employees) shall be independent contractors under this agreement and not the City's employee for any purposes. The awarded firms shall agree that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This RFQ shall not be construed as creating any joint employment relationship between the PROPOSERS (including their employees) and the CITY. The PROPOSER accepts responsibility as the sole employer of all personnel to be provided to the CITY and the PROPOSERS shall indemnify and hold the CITY harmless from any and all claims asserted by any personnel provided by the PROPOSERS arising from any work performed on behalf of the CITY.

As the CITY continues to implement its innovative business plan and focus on the community, this agreement may be amended through mutual written agreement between the CITY and the PROPOSER.

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SECTION 3 GENERAL CONDITIONS

3.1 RFQ Documents

These RFQ documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as described herein. Proposals shall be submitted on the prescribed Proposal forms. Proposals not submitted on the prescribed Proposal forms shall be rejected. By submitting a Proposal, the PROPOSER agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions in this RFQ and Agreement shall be allowed. Submittal of a response to this RFQ constitutes a binding offer by the PROPOSER. PROPOSER's failure to comply with any provisions in this RFQ may result in disqualification, at the sole discretion of the CITY.

3.2 Taxes

The PROPOSER shall not be entitled to the CITY'S tax-exempt benefits.

3.3 Additional Terms and Conditions

No additional terms and conditions submitted by the PROPOSER with the RFQ Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFQ.

3.4 Interpretations and Inquiries

All PROPOSERS shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Proposal deadline.

Any questions concerning this Notice to PROPOSERS shall be submitted in writing to Martha Perez-Garviso, Director of Procurement, at Mperezgarviso@westonfl.org with "RFQ No. 2024-08 for Technology Software Applications Support Services" in the subject at least five business days prior to the submittal date.

Submission of a Proposal will serve as prima facie evidence that the PROPOSER has examined the Agreement and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ documents; therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFQ documents will be made in the form of a written addendum to the RFQ document and will be furnished by the CITY to all PROPOSERS. Only those interpretations of, or changes to, the RFQ document that are made in writing and furnished to the PROPOSERS by the CITY may be relied upon.

3.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the CITY, other than individuals designated to negotiate an agreement by the City Manager, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in

the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the PROPOSER.

3.6 No Contingency Fees

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

3.7 Independence

On Form 7 provided in Section 5 of this RFQ, the PROPOSER shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFQ. Additionally, the PROPOSER shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the term of the Agreement.

3.8 Disqualification of PROPOSER

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a PROPOSER is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such PROPOSERS are believed to be involved.

3.9 Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A PROPOSER who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of PROPOSER, or the sale of a controlling interest in the PROPOSER, or any similar transaction, PROPOSER shall immediately disclose such information to CITY. Failure to do so may result in the Proposal being disqualified, at the CITY'S sole discretion. The City Manager shall determine whether a Proposal is to be disqualified in such instances.

3.10 Compliance with Applicable Laws

PROPOSERS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFQ. Lack of knowledge of the PROPOSER shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

3.11 Familiarity with Laws and Ordinances

The submission of a Proposal on the services requested herein shall be considered as a representation that the PROPOSER is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the PROPOSER discovers any provisions in the RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the CITY in writing without delay.

3.12 Advertising

In submitting a Proposal, PROPOSER agrees not to use the results there from as a part of any Advertising or PROPOSER sponsored publicity without the express written approval of the City Manager.

3.13 Execute Agreement

The terms, conditions and provisions in this RFQ shall be included and incorporated in the final Agreement between the CITY and the successful PROPOSER. The order of precedence will be the Agreement, the RFQ Documents, the PROPOSER's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Broward County, Florida.

3.14 Facilities

The City Manager or designee reserves the right to inspect each PROPOSER's facilities at any reasonable time, during normal working hours, without prior notice to determine that the PROPOSER has a bona fide place of business and is a responsible PROPOSER.

3.15 Withdrawal or Revision of Proposal Prior to and After Opening

A PROPOSER shall not withdraw, modify or correct a Proposal after it has been deposited with the CITY. The withdrawal, modification or correction of a Proposal after it has been deposited with the CITY shall constitute a breach by the PROPOSER. No PROPOSER may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

3.16 CITY'S Exclusive Rights

The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:

- A. Reject any or all bids;
- B. Waive any informality in a bid;
- C. Waive any deficiency or irregularity in the selection process;
- D. Accept or reject any or all bids in part or in whole; and
- E. Request additional information as appropriate.

The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the bid as determined to be in the best interest of the CITY;
- B. Reject any or all bids if found by the City Commission not to be in the best interest of the CITY;
- C. Award an Agreement to one or more than one bidder, make split or multiple awards as determined to be in the best interest of the CITY; and
- D. In the event of a sole bid, reject the sole bid.

By submitting a Proposal, the PROPOSER acknowledge and agree that no enforceable Agreement arises until the CITY signs the Agreement, that no action shall lie to require the CITY to sign such Agreement at any time, and that each PROPOSER waives all claims to damages, lost profits, costs, expenses, reasonable attorney fees, etc., as a result of the CITY not signing such Agreement.

3.17 Addenda

The CITY reserves the right to issue addenda. Each PROPOSER shall acknowledge receipt of such addenda on Form 6 provided in Section 5 of this RFQ. In the event any PROPOSER fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective PROPOSER to verify that he/she has received all addenda issued before depositing the Proposal with the CITY.

3.18 Review of the RFQ Documents

By the submission of a Proposal to provide the services described herein work, the PROPOSER certifies that a careful review of the RFQ documents has taken place and that the PROPOSER is fully informed and understands the requirements of the RFQ documents and the quality and quantity of service to be performed.

3.19 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFQ will be accepted unless the conditions or specifications of the RFQ expressly so provide.

3.20 RFQ as a Public Record

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). PROPOSERS must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21 Subcontracting

No subcontracting except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. If subcontractors are to be used during the term of this Agreement, a list of subcontractors shall be provided to the City Manager, subject to his approval. Such subcontractors shall be subject to the same contract requirements as the PROPOSER during the term of this Agreement.

3.22 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFQ, PROPOSER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement.

3.23 Non-Collusion Affidavit

The PROPOSER shall include the Non-Collusion Affidavit as set forth in Form 4 provided in Section 5 of this RFQ and as described in Section 4 of the RFQ. PROPOSER's failure to include the affidavit shall result in disqualification.

3.24 Mandatory Virtual Pre-Proposal Conference

- A. At the virtual pre-proposal conference, representatives of the CITY shall be available to answer questions and explain the intent of the RFQ or the Agreement. Questions about the RFQ or the Agreement which have been submitted in writing and received by the CITY at least five business days prior to the bid opening will also be addressed.
- B. After the pre-proposal conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes to, the RFQ or the Agreement which the CITY deems appropriate for clarification.

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SECTION 4

PROPOSAL PROCESS

4.1 Preparation of Proposals

No PROPOSER shall take exception to the specifications herein.

A. Proposal

PROPOSER shall submit a proposal package containing one (1) unbound original set of completed documents in a plain sealed parcel, box or other secure packaging, marked as the "PROPOSAL".

B. Proposal Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal". The outside of the sealed package shall clearly indicate the submitting "RFQ No. 2024-08 for Technology Software Applications Support Services" PROPOSER's name, address and the name and telephone number of the PROPOSER's specific contact person. Each copy shall contain all required information, in order to be considered responsive.

C. Signatures

All required signatures shall be manual, in blue ink of an authorized representative who has the legal authority to bind the PROPOSER in contractual obligations. The Proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by PROPOSER to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the PROPOSER and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

D. Proposal Format

The Proposal shall be typewritten on both sides of 8 ½ x 11 inch white paper. Pages shall be secured by staple, binding, or similar closures. Proposals shall be organized in chapters as described herein. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Proposal, a response such as "no response is required" or "not applicable" is acceptable.

Proposal Format:

Chapter 1	Cover Sheet
	Table of Contents
	Letter of Interest
	Transition Plan
	Narrative
	Qualifications Form (Form1)
	Litigation History (see Form 1)
	Criminal Conduct (see Form 1)
Chapter 2	Reference Forms (minimum three) (Form 2)
Chapter 3	Financial Stability & Statements
	Insurance Statement (Form 3)
Chapter 4	Non-Collusion Certification (Form 4)
	Drug-free Workplace (Form 5)
	Addenda (Form 6)
	Independence Affidavit (Form 7)
	Scrutinized Companies (Form 8)
	Public Entity Crimes (Form 9)
	E-Verify Affidavit (Form 10)
	Noncoercion Affidavit (Form 11)
	Certification to Accuracy of Proposal (Form 12)

4.2 Submittal, Receipt and Opening of Proposals

- A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:
- Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
- B. The official clock at City Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at City Hall.
- C. All PROPOSERS are reminded that it is the sole responsibility of the PROPOSER to ensure that their proposal is time stamped by the CITY prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

4.3 Sealed Proposal

The Sealed Proposals will be publicly opened at 17200 Royal Palm Boulevard, Weston, Florida 33326, immediately following the Proposal Submittal Deadline. The Selection Committee shall examine the documentation submitted in the Proposals at a time thereafter. PROPOSERS shall provide the following information in the Proposal:

- A. Cover Sheet
- The cover sheet shall identify the following:
- Title of RFQ and RFQ Number.
 - PROPOSER's name.
 - Contact person's name; and
 - PROPOSER's Information (address, telephone number, email address and fax number).
 - Category of Services submitted by PROPOSER.
- B. Table of Contents
- The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages shall be consecutively numbered and correspond to the Table of Contents.
- C. Letter of Interest
- Provide a Letter of Interest indicating the firm's commitment to the project.
 - The letter shall acknowledge and confirm the PROPOSER's key/designated staff has a minimum of three (3) years of experience from the date that this RFQ is issued, in providing the services requested in this RFQ.
 - Limit letter to two pages.
 - Letter must be signed by an authorized agent of the firm and indicate the agent's title or authority.

D. Narrative

1. PROPOSER's key/designated staff experience (a minimum of three (3) years from the date that this RFQ is issued) and performance in providing the services requested in this RFQ for an entity of a similar scope, complexity and size as the CITY.
2. PROPOSER's understanding and approach to the Scope of Services, including experience and understanding of each City technology software application and method of managing a three-tier support structure.
3. PROPOSER's transition plan to effectuate a smooth, harmonious orderly transition of service from existing contractor, minimizing any negative impacts to the CITY by ensuring a smooth and transition.

E. PROPOSER's Qualifications-Supplemental Form

PROPOSERS shall complete Form 1 provided in Section 5 of this RFQ. PROPOSERS are permitted to supply additional information that will assist the CITY in understanding the PROPOSER's organization.

F. Litigation History

In Form 1, PROPOSERS shall provide a summary of any litigation or arbitration that the PROPOSER, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past five (5) years against or involving (1) any public entity in Florida for any amount, (2) any private entity for an amount greater than \$100,000 and/or (3) any current or former employee for any amount. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any PROPOSER it determines to be excessively litigious.

G. Criminal Conduct

In Form 1, PROPOSER shall provide a summary of any criminal activity, within the last five years of the company, officers, partners, key personnel, subsidiaries, or parent company related to the services described in this RFQ. The CITY may disqualify a PROPOSER on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

H. PROPOSER's Key/Designated Staff's Experience and References

It is the responsibility of the PROPOSER to provide a minimum of three (3) different references from entities or agencies other than the CITY, that the key/designated staff has provided the services requested in this RFQ, using Form 2 in Section 5, Qualification Forms, of this RFQ and providing this information with your submission. Failure to do so may result in the rejection of your submission.

I. Financial Stability and Statements

PROPOSERs must demonstrate financial stability. PROPOSERs shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, PROPOSER may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

In accordance with Section 32.11 of the City Code, the financial statements submitted in response to this RFQ are (exempt or not exempt) from public records pursuant to F.S. §119.071(1)(c), as this project (does or does not) meet the City Code definition of a public works project.

J. PROPOSER's Non-Collusion Certification

PROPOSER shall complete and execute the Non-Collusion Affidavit of PROPOSER (Form 4 provided in Section 5 of this RFQ).

K. Drug-Free Workplace

PROPOSER shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 5 provided in Section 5 of this RFQ), shall be submitted with the RFQ response.

L. Addenda

PROPOSER shall complete and sign the Acknowledgment of Addenda (Form 6 provided in Section 5 of this RFQ) and include it in the Proposal in order to have the Proposal considered. In the event any PROPOSER fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

M. Independence Affidavit

PROPOSER shall list and describe its relationships with the CITY in accordance with Section 3.7 of the RFQ (Form 7 provided in Section 5 of this RFQ).

N. Certification to Accuracy of Proposal

PROPOSER shall certify and attest, by executing Form 8 provided in Section 5 of this RFQ, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

O. Noncoercion Affidavit

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

4.4 Qualification Evaluation

The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each PROPOSER and for compliance with the required minimum qualifications. Failure to provide the required information may disqualify any such Proposal as non-responsive and such Proposal may not be considered. The Selection Committee may disqualify any PROPOSERS that make exaggerated or false statements.

The evaluation of Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the PROPOSER, as well as other information reasonably available to the CITY.

The Selection Committee may make such investigations as it deems necessary to determine the ability of the PROPOSER to perform the services and the PROPOSER shall furnish the CITY all such information for this purpose as the CITY may request before and during the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all PROPOSERS, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all PROPOSERS. The Selection Committee may at its sole discretion reject a PROPOSER or qualify a PROPOSER.

4.5 Responsiveness

The factors to be considered in determining the responsiveness of each PROPOSER include but are not limited to the following:

A. Completion, accuracy and submission of all required documentation.

B. Compliance with all requirements of the RFQ, including adherence to all RFQ instructions.

C. Consistency of the offered goods or services as set forth in the Agreement.

D. Accuracy of mathematical calculations.

4.6 Responsibility

The factors to be considered in determining the responsibility of a PROPOSER shall include but not be limited to the following:

A. PROPOSERs key/designated staff's past experience and performance.

B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, Proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

C. The financial statements requested are developed into nine financial ratios which include the following:

1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.

2. Working Capital - measures liquid assets that provide a safety cushion to creditors.

3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.

4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).

5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.
6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

**PROPOSERs will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. **

4.7 Evaluation

- A. The Selection Committee shall convene at a publicly noticed meeting and collectively discuss and review the Proposals. Each member of the Selection Committee will evaluate and rank each Proposal in each of the categories listed below and compute a final ranking. The Director of Procurement will tally the final rankings and announce the final total ranking. Sample ranking forms used by the Selection Committee is included in this RFQ, as Form 13. Proposals will be evaluated and ranked based on, the following categories, (which shall be weighted equally):
 1. PROPOSER's key/designated staff experience and ability to support Accela Automation and Permit Hub Electronic Plan Review Systems.
 2. PROPOSER's key/designated staff experience and ability to support Azteca Cityworks and ESRI Enterprise GIS.
 3. PROPOSER's key/designated staff experience and ability to support Tyler Munis.
 4. PROPOSER's key/designated staff experience and ability to support Microsoft PowerBI.
 5. PROPOSER's key/designated staff experience and ability to support MS SQL Databases and Custom ASP.NET developed applications.
 6. PROPOSER's transition plan to effectuate a smooth, harmonious orderly transition of service from existing contractor, minimizing any negative impacts to the CITY by ensuring a smooth and transition.

In the event of a tie, CITY shall break the tie by drawing lots at a publicly noticed meeting.

PROPOSER's social, political, or ideological interests shall not be considered when determining responsiveness and/or responsibility of bid submittal.

Depending on the number of Proposals submitted, the Selection Committee may choose to short-list at minimum of at least three (3) PROPOSERs, and then may interview and rank the short-listed PROPOSERs. If the process proceeds to a second round of the short listed, the rankings in the prior round shall not carry forward. The Selection Committee shall begin a new ranking of short-listed PROPOSERs.

- B. In the second phase, the Selection Committee shall again convene at a publicly noticed meeting to interview the short-listed firms. The shortlisted firms will be invited to make presentations. Each member of the Selection Committee will evaluate and rank the shortlisted firm in each of the categories listed in this section.
1. PROPOSER's key/designated staff experience and ability to support required applications.
 2. PROPOSER's understanding and approach to the Scope of Services, including experience and understanding of each City technology software application and method of managing a three-tier support structure.
 3. PROPOSER's transition plan to effectuate a smooth, harmonious orderly transition of service from existing contractor, minimizing any negative impacts to the CITY by ensuring a smooth and transition.

In the event of a tie, CITY shall break the tie by drawing lots at a publicly noticed meeting.

Sample ranking forms used by the Selection Committee is included in this RFQ, as Form 13. Based on the final rankings resulting from the process described above, the Selection Committee will make a recommendation of the Selection Committee final rankings to the City Commission.

Subsequently, the City Commission may ratify or alter the Selection Committee's rankings, and the City Commission shall be requested to adopt a resolution authorizing the appropriate City Officials to negotiate rates with the top ranked PROPOSER and execute an agreement(s) in the form attached to this RFQ (the "Agreement"). If the top ranked PROPOSER(s) is unable to execute an Agreement, then the next-ranked PROPOSER(s) will be selected to execute the Agreement and so on, until an Agreement(s) is executed.

4.8 Protest Procedures

- A. **Standing:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. **Protest of Intent To Award:** After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process, including a

determination that a bidder, proposer or responder is non-responsible or non-responsive, may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited.

- C. **Content and filing:** The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.
- D. **Protest Bond:** Any bidder, proposer or responder filing a protest shall simultaneously provide a protest bond to the CITY in the amount set forth in the sealed competitive method documents. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check, and shall be in the amount specified in the sealed competitive method documents.
- E. **Protest Committee:** The protest committee shall review all protests. The City Manager shall appoint the members of the protest committee. No member of the City Commission shall serve on the protest committee. Each protest committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the protest committee. The meeting of the protest committee shall be opened to the public and all of the actual bidders, responders or proposers shall be notified of the date, time and place of the meeting. If the protest committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the protest committee denies the protest, the protester may appeal to the City Commission. All of the actual bidders, responders or proposers shall have a right to be represented by an attorney at the protest committee meeting and the City Commission meeting. All of the actual bidders, responders or proposers shall be notified of the determination by the protest committee. The protest committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.
- F. **Stay of Award:** In the event of a timely protest, the City Manager shall stay the award of the agreement or the sealed competitive method unless the City Manager determines that the award of the agreement without delay or the continuation of the sealed competitive method is necessary to protect any substantial interest of the CITY. The continuation of the sealed competitive method or award process under these circumstances shall not preempt or otherwise affect the protest.
- G. **Appeals to City Commission:** Any actual bidder, proposer or responder who is aggrieved by a determination of the protest committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the protest committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

- H. Failure to file protest. Any actual bidder, proposer or responder that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission 's award.

4.9 Prohibitions

- A. Communication with CITY staff is prohibited, unless otherwise permitted by the City Manager. PROPOSER is prohibited from communicating with any CITY staff during the selection process.

- 1. Cone of Silence

- a. Pursuant to Section 32.10 of the City Code, there shall be no communication related to this RFQ between Proposer, including any lobbyist or any other Person on behalf of PROPOSER, and any member of the City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- b. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- c. This Section shall not prohibit any person from:
 - 1. Making public presentations to the Selection Committee or Protest Committee, or to the City Commission, during any public meeting related to this RFQ;
 - 2. Engaging in contract negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting; or
 - 3. Communicating in writing with the person designated in this RFQ as the contact person for clarification or information related to this RFQ. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.
- d. A cone of silence shall begin when first publicly noticed and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFQ solicitation.
- e. Any action in violation of this Section shall be cause for disqualification of the PROPOSER. The determination of a violation shall be made by the City Commission.

4.10 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a PROPOSER is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the PROPOSER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the PROPOSER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the PROPOSER is engaged in business operations in Cuba or Syria.

4.11 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all PROPOSERS doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the PROPOSER acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

4.12 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

4.13 Noncoercion Affidavit

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

SECTION 5
QUALIFICATION FORMS

The forms located in this section of the RFQ shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

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COVER SHEET

City of Weston

Request for Qualifications

REQUEST FOR QUALIFICATIONS ("RFQ") NO. 2024-08

TECHNOLOGY SOFTWARE APPLICATIONS SUPPORT SERVICES

Proposal Submitted by:

Company Name		
Contact Person		
Address		
City	State	Zip Code
Phone Number	Fax Number	
Email Address		

Signature of PROPOSER

Date

FORM 1

PROPOSER'S QUALIFICATIONS FORM

1. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of PROPOSER. Provide proof of the ability of the individuals so named to legally bind the PROPOSER.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of Agreement: _____

Name and address of all partners (state whether general or limited partnership):

If other than a corporation or partnership, describe organization and name of principals:

2. Indicate the number of years the PROPOSER has had experience in providing the services requested in this RFQ for an entity of a similar scope, complexity and size as the CITY.

Years: _____

3. County or Municipal Business Tax Receipt No.: _____
(Attach Copy)

Social Security or Federal ID No.: _____

4. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

5. Have you ever failed to complete any work awarded to you? Yes : _____ No: _____
If so, note when, where and why.

6. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

7. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

8. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

9. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

10. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

11. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

12. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

13. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

14. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

15. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

16. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

17. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes _____ No _____ If yes, attach a separate sheet of explanation.

Signature

Title

Name

Date

FORM 2

CITY OF WESTON
PROPOSER REFERENCE FORM

PROPOSER shall provide a minimum of three references for providing the described services of a similar scope relevant to this RFQ. PROPOSER shall document the services that was performed in the project and specified in the project below:

Type of Solicitation: Bid RFP RFQ Other: _____

Project Title: Technology Software Application Support Services RFQ No. 2024-08

Name of PROPOSER: _____

Name of Person Contacted: _____

Title: _____

Agency: _____

Date Contacted: _____ Date Replied: _____

Method of Contact: Telephone Email Other: _____

1. What type of work has the PROPOSER performed for you or your agency and when?

2. What was the approximate contract/construction value of the work?

3. Did the PROPOSER meet the expectations and needs of the project? How would you rate the work performance/product of the PROPOSER?

Below Expectations Average Excellent

4. Overall, how would you rate the responsiveness of the PROPOSER?

Below Expectations Average Excellent

5. Is there anything else that you wish to let us know about this PROPOSER?

Name of Person Completing this Form: _____ Date: _____

FORM 3

INSURANCE STATEMENT

I have reviewed the insurance coverage requirements of the RFQ. I understand that within fourteen (14) calendar days of the date of the Notice of Award by the City Commission, the CONTRACTOR shall furnish to the CITY proof of insurance, in accordance with Section 2.13 stipulated in the Agreement document.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 4
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other PROPOSER, firm, or person to fix the price or prices in the attached RFQ, or of any other PROPOSER or to fix any overhead, profit or cost element of the Proposal or the response of any other PROPOSER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and
5. The response to the attached RFQ is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 5
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

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

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

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 6
ACKNOWLEDGMENT OF ADDENDA

The PROPOSER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this RFQ. In the event the PROPOSER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 7
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the PROPOSER that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, PROPOSER, subconsultant, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 8
SCRUTINIZED COMPANIES

The undersigned PROPOSER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

PROPOSER is not participating in a boycott of Israel;

PROPOSER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

PROPOSER does not have business operations in Cuba or Syria.

Signature (Blue Ink Only)

Date

Print Name

Title

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 9
PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

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

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

FORM 9
PUBLIC ENTITY CRIMES(Continued)

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)
 - 1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

FORM 9
PUBLIC ENTITY CRIMES (Continued)

2. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue Ink Only)

Date

Print Name

Title

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FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all CONTRACTORS doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

_____ Signature (Blue Ink Only)	_____ Date
_____ Print Name	_____ Title

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FORM 11

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity name: _____ (“Vendor”)

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with the City of Weston, Florida, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signature (Blue Ink Only)

Date

Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____
online notarization, this _____ day of _____, 20____, by
_____ as _____.

(Name of person acknowledging)

(Title)

for _____.

(Company Name)

(NOTARY SEAL)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known ____ OR Produced Identification ____

Type of identification Produced _____

FORM 12
CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this CERTIFICATION TO ACCURACY OF PROPOSAL Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. **Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.**

Before me, the undersigned authority, on this day personally appeared _____, who, upon being duly sworn, deposes and says:

1. I am _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. I _____ certify that I am authorized to sign this solicitation response on behalf of the PROPOSER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the PROPOSER.
3. I am fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Proposal and included in this Proposal are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the Vendor's response may be used by the City as a basis for rejection, rescission of the award, or termination of the Agreement, and that the City's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

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FORM 12
CERTIFICATION TO ACCURACY OF PROPOSAL
(Continued)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

_____	_____
Signature (Blue Ink Only)	Date
_____	_____
Print Name	Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____
online notarization, this _____ day of _____, 20____, by
_____ as _____.
(Name of person acknowledging) *(Title)*

for _____.
(Company Name)

(NOTARY SEAL)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE or STAMP NAME OF NOTARY

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

FORM 13
 REQUEST FOR QUALIFICATIONS ("RFQ") NO. 2024-08
 TECHNOLOGY SOFTWARE APPLICATIONS SUPPORT SERVICES

SELECTION COMMITTEE RANKING
 FIRST PHASE
 SAMPLE FORM

Proposals shall be ranked on the following Evaluation Criteria (Equally weighted)	Firm A	Firm B	Firm C
1. PROPOSER's key/designated staff experience and ability to support Accela Automation and Epermit Hub Electronic Plan Review Systems.			
2. PROPOSER's key/designated staff experience and ability to support Azteca Cityworks and ESRI Enterprise GIS.			
3. PROPOSER's key/designated staff experience and ability to support Tyler Munis.			
4. PROPOSER's key/designated staff experience and ability to support Microsoft PowerBI.			
5. PROPOSER's key/designated staff experience and ability to support MS SQL Databases and Custom ASP.NET developed applications.			
6. PROPOSER's transition plan to effectuate a smooth, harmonious orderly transition of service from existing contractor, minimizing any negative impacts to the CITY by ensuring a smooth and transition.			
TOTAL			
FINAL RANKING			

REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 2024-08
TECHNOLOGY SOFTWARE APPLICATIONS SUPPORT SERVICES

SELECTION COMMITTEE RANKING
SECOND PHASE
SAMPLE FORM

Proposals shall be ranked on the following Evaluation Criteria (Equally weighted)	Firm A	Firm B	Firm C
1. PROPOSER’s key/designated staff experience and ability to support required applications.			
2. PROPOSER’s understanding and approach to the Scope of Services, including experience and understanding of each City technology software application and method of managing a three-tier support structure.			
3. PROPOSER’s transition plan to effectuate a smooth, harmonious orderly transition of service from existing contractor, minimizing any negative impacts to the CITY by ensuring a smooth and transition.			
TOTAL			
FINAL RANKING			

SECTION 6 AGREEMENT

The agreement located in this Section of the RFQ is the form of the agreement that will be utilized, with the successful PROPOSER. The CITY reserves the right to award or not to award in the best interests of the CITY.

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AGREEMENT

AMONG THE

CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

AND

FOR

TECHNOLOGY SOFTWARE APPLICATIONS SUPPORT SERVICES

RFQ NO. 2024-08

This Agreement is made and entered into the ____ day of _____, 2024 among the City of Weston, a Florida municipal corporation, Indian Trace Development District and Bonaventure Development District (collectively "CITY"), and _____ ("SERVICE PROVIDER") for Technology Software Applications Support Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Insurance Certificate
- Exhibit B: Service Provider 's Compensation Schedule
- Exhibit C: Transition Plan
- Exhibit D: Administrative Policies for Service Providers
- Exhibit E: Performance & Payment Security
- Exhibit F: Addenda

WHEREAS, CITY solicited proposals for Technology Software Applications Support Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, the City Commission has selected the SERVICE PROVIDER to perform on an as needed basis and at the sole discretion of the CITY; and

WHEREAS, on _____, the CITY enacted Resolution No. _____, which ratified or altered the ranking of the Proposals and authorized the City Manager to execute an Agreement with the SERVICE PROVIDER, _____; and

WHEREAS, CITY and SERVICE PROVIDER desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1
GENERAL INFORMATION

- 1.1 The term of this Agreement shall begin on the date that it is fully executed and shall extend until September 30, 2029, with two (2) optional five (5) year renewals by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.
- 1.2 This Agreement may be terminated for cause by action of the City Commission if SERVICE PROVIDER is in breach and has not corrected the breach within thirty (30) days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than ninety (90) days written notice by the City Manager. This Agreement may also be terminated by the City Manager 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, safety, or welfare.
- A. This Agreement may be terminated for cause by the SERVICE PROVIDER if CITY is in breach and has not corrected the breach within ninety (90) days after written notice from the SERVICE PROVIDER identifying the breach.
 - B. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement, failure to indemnify the CITY in connection with any claim covered by this Agreement, or any single breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
 - C. Notice of termination shall be provided in accordance with Section 9.7 NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 9.7 NOTICES of this Agreement.
 - D. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, SERVICE PROVIDER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. SERVICE PROVIDER acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by SERVICE PROVIDER is given as specific consideration to SERVICE PROVIDER for CITY'S right to terminate this Agreement for convenience.
 - E. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The SERVICE PROVIDER shall be liable only for payment pursuant to the Compensation provisions of this Agreement, for services rendered before the effective date of termination that were performed in accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to SERVICE PROVIDER for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
 - F. This Agreement may be terminated by the CITY if the SERVICE PROVIDER is found to have submitted a false certification, Form 8, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel,

has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- G. This agreement may be amended through mutual written agreement between the CITY and the SERVICE PROVIDER; provided, however, that changes in the base compensation may be adjusted through mutual discussions and agreed to in writing between the City Manager and the SERVICE PROVIDER.
- H. Prior to the termination of this Agreement, SERVICE PROVIDER shall use its best efforts to ensure a smooth and orderly transition of service.
 - 1. In the event of the termination or expiration of this Agreement, SERVICE PROVIDER and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from SERVICE PROVIDER to CITY, or to any other person or entity CITY may designate, and to maintain during such period of transition the same high-quality services otherwise afforded to the residents of the CITY pursuant to the terms hereof.
 - 2. In the event of the any termination or expiration of this Agreement, the CITY shall have the absolute right, or allow any subsequent SERVICE PROVIDER, to hire any of the Designated Employees, without the consent of, or any liability, to SERVICE PROVIDER.
 - 3. SERVICE PROVIDER shall not enforce employee non-compete or any other such requirement causing restrictions on subsequent employment of any Designated Employee.
 - 4. The remuneration to be paid to SERVICE PROVIDER during the transition period shall be based upon the actual cost of providing such services during the transition period.

- 1.3 This Agreement is based on the General Information set forth herein and incorporates the Request for Qualifications for Technology Software Applications Support Services for ("RFQ"), attached hereto and made a part hereof; the SERVICE PROVIDER's "Compensation Schedule" negotiated with and approved by the CITY, to be attached hereto and made a part hereof as Exhibit B.

In the event of the termination or expiration of this Agreement, or any portion thereof, the then pending term of this Agreement may be extended by the CITY for a period of one hundred and twenty (120) days or until CITY is capable, in its sole discretion, of rendering such service, whichever occurs sooner.

SECTION 2 SERVICE PROVIDER'S RESPONSIBILITIES

- 2.1 The SERVICE PROVIDER shall provide the professional services as set forth in this Agreement and Exhibits thereto.

2.2 Description of Services

The SERVICE PROVIDER shall provide contract technology support services to the CITY to support CITY departments. Services are designed to be flexible, efficient, and cost effective in compliance with the CITY's goals and objectives as the CITY continues to implement its innovative business plan and focus on the community.

The SERVICE PROVIDER shall be responsible for providing human resources management, all personnel benefits, payroll, and workers' compensation, certifications, and specific licenses/training for personnel required by and provided to CITY departments.

SERVICE PROVIDER, for the purposes of this Agreement, is and shall remain an independent contractor, not an employee, agent, or servant of the CITY. Services shall be provided by SERVICE PROVIDER for its employees and subject to supervision by SERVICE PROVIDER, and not as officers or employees of CITY. SERVICE PROVIDER accepts responsibility as the sole employer of all its personnel assigned to the CITY for purposes of compliance with all applicable federal, state, and local laws. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of SERVICE PROVIDER.

2.3 Human Resources Management

The SERVICE PROVIDER shall provide full human resources services for its employees assigned to the CITY as designated support personnel. Human resources management shall include but is not limited to:

- A. Compliance with all applicable labor and human resources related issues as required by federal, state and local laws and regulations.
- B. Providing automated administrative processes for hiring of new employees, including but not limited to posting of job descriptions, receiving applications and selecting qualified applicants.
- C. Provide full benefit administration for SERVICE PROVIDER employees.

2.4 Payroll Management

The SERVICE PROVIDER shall provide full payroll management to include, but not limited to:

- A. Full responsibility for the accurate tracking of and record keeping regarding hours worked by its employees as well as the accurate and timely payment of all wages to its employees; and
- B. Full responsibility for the payment of payroll taxes and collection of taxes from payroll on its employees.

2.5 Service Provider Representative

The SERVICE PROVIDER shall identify a competent company representative authorized to act on behalf of the SERVICE PROVIDER and authorized to discuss matters pertaining to the Agreement. The SERVICE PROVIDER'S representative shall be available for contact during normal business hours as well as after-hours and can respond on-site at the CITY within 2 hours of notice in the case of urgent matters as determined by the CITY.

Normal business hours as established by the City Manager, amended from time to time, are Monday to Friday, except for the following holidays:

New Year's Day

Dr. Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Juneteenth Day

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Thanksgiving Day After

Christmas Day

2.6 Service Provider Employees as Designated Staff

Throughout the term of the contract and subsequent renewals, the CITY, at its own discretion, may request that the SERVICE PROVIDER provide contract support services, long-term contract personnel, which includes but is not limited to providing professional and technical support to the technology services department responsible for maintaining the CITY'S technology infrastructure and implementing new technologies. **Refer to Section 6, for compensation information pertaining to designated staff, if and when needed.**

In this instance, the SERVICE PROVIDER shall provide, through its employees, the personnel required as requested by the CITY. The SERVICE PROVIDER shall provide enough personnel to support CITY departments and in accordance with the Agreement, as follows:

- A. All personnel employed by SERVICE PROVIDER in the performance of the services as described and contemplated herein shall be, for the duration of this Agreement, solely the SERVICE PROVIDER's employees for purposes of compliance with and liability under all applicable federal, state, and local employment laws and regulations.
- B. SERVICE PROVIDER shall be solely responsible for all compensation benefits, insurance and rights of its employees during their course of employment with SERVICE PROVIDER. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 441, F.S. or any other amenities of employment to any of SERVICE PROVIDER's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.
- C. The SERVICE PROVIDER is responsible for the cost of recruitment and hiring of personnel to fill Designated Staff positions and other support services as directed by the CITY. The Designated Staff shall be selected by SERVICE PROVIDER based on factors such as necessary education, licensing, certifications, and the skill-set match of the employee to the position denoted for the CITY.
- D. Each prospective Designated Staff shall be subjected to a full background check,

including a driver's license review, prior to assignment to the CITY. If, in SERVICE PROVIDER's reasonable judgment, any issues arise via said background checks, SERVICE PROVIDER shall notify the CITY prior to assignment; provided, however, that the final decision to hire is in SERVICE PROVIDER's discretion. In addition to the SERVICE PROVIDER's own screening procedures for hiring or onboarding its employees, to be assigned as Designated Staff, the SERVICE PROVIDER shall provide drug and alcohol testing of all personnel supplied by the SERVICE PROVIDER to the CITY. The SERVICE PROVIDER shall bear all associated costs.

- E. SERVICE PROVIDER is responsible to provide personnel for the CITY Designated Staff positions for days and times required by the CITY, including during emergency and disaster preparedness, response and recovery efforts. The CITY observed holidays are as prescribed in the Administrative Policies for Service Providers (Exhibit D). Normal working hours may vary depending on the CITY Department of the assigned Designated Staff position.
- F. Once a request by the CITY is made in writing, the SERVICE PROVIDER shall provide to the CITY for review and approval, and within the established timeline, a candidate to fill Designated Staff position/services requested.
- G. SERVICE PROVIDER shall not subcontract the responsibility of providing the permanent personnel for full-time Designated Staff positions. For temporary replacement as described in Section 2.6.H., a subcontractor may be utilized with the prior approval of CITY.
- H. SERVICE PROVIDER shall provide for temporary replacement personnel, if SERVICE PROVIDER's employee, assigned as Designated Staff, is absent or unavailable to the CITY for more than ten (10) consecutive business days. The replacement personnel shall be able to perform the duties of the Designated Staff position.
- I. A background check shall be conducted on each Designated Staff at least once every three years. All background check related costs shall be the sole responsibility and expense of SERVICE PROVIDER. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1st) SERVICE PROVIDER shall submit written certification to CITY that SERVICE PROVIDER has complied with CITY'S requirement regarding background checks on all employees. Should an employee begin service with SERVICE PROVIDER after the commencement of the Agreement, during a CITY fiscal year, SERVICE PROVIDER shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. The certifying document shall be signed by the authorized officer of the corporation.

Maintenance, ownership, and control of all background check records, and information generated, received, possessed and stored shall be the sole responsibility of SERVICE PROVIDER.

- J. In conformance with standards established by CITY, SERVICE PROVIDER shall have and maintain the responsibility for and control of the rendition of the services, standards of performance, discipline of SERVICE PROVIDER'S Designated Staff, and other matters incident to the performance of the services, as described and contemplated herein.

K. Notwithstanding any other provision of this Agreement to the contrary:

1. The SERVICE PROVIDER reserves a right of direction and control over its employees assigned to the CITY as Designated Staff. However, the SERVICE PROVIDER shall work with the CITY to ensure that Designated Staff receive sufficient direction and control as is necessary to conduct the CITY's business, any fiduciary responsibility or comply with any applicable licensure, regulatory, or statutory requirement of the CITY and related governmental entities.
2. The SERVICE PROVIDER assumes responsibility for the payment of wages to its Designated Employees without regard to payments by the CITY to the SERVICE PROVIDER.
3. The SERVICE PROVIDER retains authority to hire, terminate, discipline, and reassign its employees assigned as Designated Staff.
4. SERVICE PROVIDER retains a right of direction and control over management of safety, risk, and hazard control at the worksite or sites affecting its Designated Employees, including:
 - a) Responsibility for performing safety inspections of the CITY equipment and premises.
 - b) Responsibility for the promulgation and administration of employment and safety policies.
 - c) Responsibility for the management of workers' compensation claims, claims filings, and related procedures.

L. Designated Staff Positions

The CITY may unilaterally add or reduce the number or type of Designated Staff positions provided by the SERVICE PROVIDER, with proper written notice to the SERVICE PROVIDER.

M. Existing Contract Personnel/Designated Staff

The SERVICE PROVIDER shall offer the existing personnel that currently perform as the CITY's Designated Staff, the opportunity to remain and continue as Designated Staff under this Agreement, thereby being eligible for transition as employees of the SERVICE PROVIDER under this Agreement provided the employee meets the necessary SERVICE PROVIDER's normal and customary employee screening requirements.

The SERVICE PROVIDER shall negotiate with the CITY, to ensure that the existing contract Designated Staff retain their current wages and, to the extent practicable, their earned/accrued vacation and sick leave.

N. Assignment, Transfer and Removal of Designated Staff

1. The SERVICE PROVIDER is responsible for the recruitment and hiring process of its employees to be utilized as CITY Designated Staff.
2. Upon written notice from the CITY to fill a Designated Staff position, the SERVICE PROVIDER shall make every effort to provide a qualified candidate for the requested Designated Staff position within 60 days of the notice, for CITY's review and approval. If the SERVICE PROVIDER anticipates not meeting this deadline, the SERVICE PROVIDER shall submit, 10 days before the deadline, a

written request for an extension of the 60 days for review and approval by the CITY.

3. All costs for advertisement of the positions on typical regional, state or national professional/technical/trade organizations' websites or publications shall be borne by the SERVICE PROVIDER. SERVICE PROVIDER may submit for reimbursement, the direct cost for other specialized recruitment methods approved by the CITY. Failure to obtain prior authorization from the CITY shall result in the expense deemed as ineligible for reimbursement.
 4. The CITY shall have the right to request the immediate removal of a SERVICE PROVIDER's employee as a City Designated Staff at the sole CITY's discretion for any reason or no reason. SERVICE PROVIDER agrees to transfer from the City of Weston, any of the Designated Staff immediately upon notification by the City Manager. This request may be verbal and shall be followed up in writing.
- O. Administrative Policies: the SERVICE PROVIDER agrees to adhere to all requirements set forth in the CITY's Administrative Policies for Service Providers. which may be amended from time to time by the CITY.

Link to Administrative Policies:

[Weston-#40462-v17-Administrative Policies for Service Providers.pdf](#)

2.7 Certifications/License/Training

- A. The SERVICE PROVIDER shall be responsible for, and bear the cost of, ensuring that its employees obtain and maintain all applicable professional, technical, and administrative training, certifications, licenses, and registrations required to execute the duties of the Designated Staff positions required by the CITY of the SERVICE PROVIDER.
- B. The SERVICE PROVIDER shall be responsible for the continuing education units (CEUs) and professional development hours (PDHs) required for its employees who service the Designated Staff positions, including attendance at annual professional conferences (to achieve the CEUs and PDHs).
- C. The SERVICE PROVIDER shall not be responsible for third party training costs for CITY specific software, hardware or equipment utilized by the CITY departments such as enterprise software for finance and accounting, parks and recreation, code enforcement, etc.

2.8 Identification

The SERVICE PROVIDER shall not use or create any badge containing CITY name, logo or any other reference thereof for identification. SERVICE PROVIDER's employees assigned as Designated Staff shall use only a CITY issued identification badge.

2.9 Complimentary Services

The SERVICE PROVIDER may be called upon to provide services complimentary to, and closely related to, the duties and responsibilities of the Designated Staff being provided by the SERVICE PROVIDER.

2.10 Insurance Requirements

The SERVICE PROVIDER shall not commence work under this contract until SERVICE PROVIDER has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

1. The SERVICE PROVIDER shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in the SERVICE PROVIDER's compensation.
 - A. The SERVICE PROVIDER shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the CITY. No changes shall be made to these specifications without prior written specific approval by the CITY.
 - B. All policies required by this contract, with the exception of Workers' Compensation, or unless specific approval is given by the CITY, are to be written on an occurrence basis, shall name "City of Weston" as Additional Insured during the project and for a minimum of five (5) years following the project completion and acceptance by the CITY or no more restrictive than ISO form CG 20 37 (07 04). Waiver of subrogation in favor of the City of Weston is required on all policies except Workers' Compensation. The CITY shall be named as additional insured on all policies except worker's compensation and professional liability.
 - C. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
 - D. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
 - E. The CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
 - F. SERVICE PROVIDER is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
 - G. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
 - H. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
 - I. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the SERVICE PROVIDER's insurance company and CITY as soon as practicable after notice to the insured.

- J. SERVICE PROVIDER agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. SERVICE PROVIDER's insurance shall be Primary and non-contributory.
- K. SERVICE PROVIDER is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

2. Specific Coverage

The following specific insurance coverages apply or do not apply to this solicitation:

- Workers Compensation: SERVICE PROVIDER shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event SERVICE PROVIDER has "leased" employees, SERVICE PROVIDER must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

SERVICE PROVIDER is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by Proposer. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- Commercial General Liability: SERVICE PROVIDER shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$3,000,000 in aggregate, covering all work performed under this Agreement.
- Business Automobile Liability: SERVICE PROVIDER shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.

- Subcontractors: Insurance requirements itemized in this contract and required of SERVICE PROVIDER shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. SERVICE PROVIDER shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.
- Professional Liability: SERVICE PROVIDER shall maintain Professional Liability insurance for both the SERVICE PROVIDER and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate.
- Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the SERVICE PROVIDER provides the following coverage(s) as determined solely by the CITY.
- Cyber Liability: CONTRACTOR shall obtain, at CONTRACTOR 's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information “property” of the CITY that will be in the care, custody, or control of CONTRACTOR. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.
- Builders’ Risk – Property Coverage: a special form coverage shall include, but not be limited to:
 1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
 2. Theft coverage.
 3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
 4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed

amount/replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.

- Builders' Risk – Installation Coverage: For installation, CONTRACTOR must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

2.11 Compliance with Laws; Advice of Other Professionals

- A. SERVICE PROVIDER shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.
- B. SERVICE PROVIDER acknowledges that the CITY is advised by its City Attorney and that, on all legal matters, SERVICE PROVIDER shall abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the CITY.
- C. SERVICE PROVIDER acknowledges that the CITY is also advised by various other professionals (including, but not limited to, engineers, traffic engineers, planners, building officials, police officers and firefighters), and that, on all matters within their respective expertise, SERVICE PROVIDER shall abide by their advice and direction in the performance of its duties as they relate to matters of the CITY.

2.12 Disclosure of Relationships

The SERVICE PROVIDER agrees to give CITY written notice of any Relationship, as defined herein, that SERVICE PROVIDER enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, SERVICE PROVIDER, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

2.13 Compliance with Part 200, Code of Federal Regulations and FEMA Recommendations

The SERVICE PROVIDER shall recognize that the scope of services includes providing its employees for Designated Staff positions whose duties involve emergency and disaster preparedness, response and recovery efforts. As such the SERVICE PROVIDER shall comply with the requirements herein.

The SERVICE PROVIDER shall comply on behalf of the CITY, who will be an applicant and non-federal entity, plans to use Federal financial assistance awarded by Federal Emergency Management Agency (FEMA) to pay or reimburse services and equipment expenses under this Agreement.

All services purchased under this Agreement shall be in accordance with the 2 Code of Federal Regulations (CFR), Part 200 for Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards. In addition, SERVICE PROVIDER shall adhere to all

applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the SERVICE PROVIDER to be regularly informed to conform to any changes in standards issued time to time by any regulatory agencies that govern the commodities or services applicable to this Agreement.

A complete copy of the Part 200 CFR may be obtained by visiting the following website:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- A. SERVICE PROVIDER shall assist in ensuring that the City is in compliance with Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the CFR, §200.318, General Procurement Standards.
- B. If subcontractors are utilized, the SERVICE PROVIDER shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or similar State and County agencies. SERVICE PROVIDER may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Websites and contact information can be found at <https://www.sba.gov/> and <https://www.mbda.gov/>.

2.14 Federally and FEMA provisions applicable to Public Assistance

The SERVICE PROVIDER shall comply with the applicable clauses described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 CFR § 200.326. (Search "Appendix II to Part 200" at <https://www.ecfr.gov/>) and Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA Applicant contracts such as this Agreement.

In the event that a conflict arises between the Federal requirements and any other provisions of this Agreement, the Federal requirements shall control and prevail.

2.15 Equal Employment Opportunity

During the performance of this contract, the SERVICE PROVIDER agrees as follows:

- A. The SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SERVICE PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by or on behalf of the CITY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The SERVICE PROVIDER will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SERVICE PROVIDER's legal duty to furnish information.
- D. The SERVICE PROVIDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SERVICE PROVIDER's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The SERVICE PROVIDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The SERVICE PROVIDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract

may be canceled, terminated, or suspended in whole or in part and the SERVICE PROVIDER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The SERVICE PROVIDER will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The SERVICE PROVIDER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a SERVICE PROVIDER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of SERVICE PROVIDER and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a SERVICE PROVIDER debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon SERVICE PROVIDERS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.16 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No service provider or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section, Compliance with the Contract Work Hours and Safety Standards Act, the SERVICE PROVIDER and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such SERVICE PROVIDER and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) above in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section, Compliance with the Contract Work Hours and Safety Standards Act.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the SERVICE PROVIDER or subcontractor under any such contract or any other Federal contract with the same prime SERVICE PROVIDER, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime SERVICE PROVIDER, such sums as may be determined to be necessary to satisfy any liabilities of such SERVICE PROVIDER or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section, Compliance with the Contract Work Hours and Safety Standards Act.
- D. Subcontracts. The SERVICE PROVIDER or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section, this section, Compliance with the Contract Work Hours and Safety Standards Act, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime SERVICE PROVIDER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section, Compliance with the Contract Work Hours and Safety Standards Act.

2.17 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The SERVICE PROVIDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The SERVICE PROVIDER agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The SERVICE PROVIDER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.18 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The SERVICE PROVIDER agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The SERVICE PROVIDER agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The SERVICE PROVIDER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.19 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that SERVICE PROVIDERS are not excluded or disqualified.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the SERVICE PROVIDER is required to verify that none of the SERVICE PROVIDER's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The SERVICE PROVIDER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the SERVICE PROVIDER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

2.20 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. SERVICE PROVIDERS that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

SERVICE PROVIDERS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, SERVICE PROVIDER must sign and submit with this Agreement the certification Regarding Lobbying, APPENDIX A, 44 C.F.R. PART-18.

2.21 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the SERVICE PROVIDER shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.

- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The SERVICE PROVIDER also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2.22 Access to Records

The following access to records requirements applies to this contract:

- A. The SERVICE PROVIDER agrees to provide State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the SERVICE PROVIDER which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The SERVICE PROVIDER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The SERVICE PROVIDER agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the CITY and the SERVICE PROVIDER acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.23 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

2.24 Department of Homeland Security (DHS) Seal, Logo, and Flags

The SERVICE PROVIDER shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of the agency officials without specific FEMA pre-approval.

2.25 Compliance with Federal Law, Regulations, and Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The SERVICE PROVIDER will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.26 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, SERVICE PROVIDER, or any other party pertaining to any matter resulting from the contract.

2.27 Program Fraud and False or Fraudulent Statements or Related Acts

The SERVICE PROVIDER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the SERVICE PROVIDER's actions pertaining to this contract."

SECTION 3
ADDITIONAL SERVICES

3.1 SERVICE PROVIDER shall provide to the CITY, upon the request of the CITY and the availability of resources, such additional services as may from time to time be needed at the discretion of the CITY.

3.2 The cost of such additional services shall be borne by the CITY and shall be payable in such amounts and in such a manner as may be determined by mutual agreement, upon each occurrence.

SECTION 4
CITY'S RESPONSIBILITIES

4.1 Authorized Representative

The CITY's representative authorized to act on the CITY's behalf with respect to the Agreement shall be the City Manager or designee.

4.2 Workspace and Office Support

The CITY shall provide, at no cost to the SERVICE PROVIDER workspaces/offices and general office support (computers, desk phone, copiers, software applications etc.) for the SERVICE PROVIDER's employees assigned to the CITY as Designated Staff unless otherwise stated elsewhere in the Agreement and Exhibits.

4.3 Remote Work/Telework

The CITY recognizes in certain circumstances that utilizing remote work or telework in which Designated Staff personnel are not physically present at CITY offices and facilities during work hours, may be applicable. The applicability and instances of the use of remote work or hybrids of this shall be at the CITY discretion and in accordance with policies placed in the Administrative Policies for Service Providers. If utilized, the applicable multiplier (burden rate) shall apply.

4.4 Level of Service

The CITY may, at its sole discretion, with notice request the SERVICE PROVIDER to alter or modify the level of service by:

- A. Increasing or decreasing the Designated Staff positions,
- B. Increasing or decreasing the quantity of a Designated Staff position
- C. Increasing or decreasing other support services
- D. Or any combination of the above, A through C.

The CITY shall provide a written request or directive to the SERVICE PROVIDER to provide personnel for a Designated Staff position.

4.5 Approved Training

The CITY may reimburse the SERVICE PROVIDER for the direct costs in training Designated Staff in the use or enhancements of CITY specific software equipment, applications, and work-related programs in the best interest of the CITY. Third party training costs for CITY specific software, hardware or equipment utilized by the CITY departments such as enterprise software for finance and accounting, park and recreation, code enforcement, etc. shall be eligible for reimbursement to the SERVICE PROVIDER, provided the SERVICE PROVIDER obtains prior approval from the CITY.

SECTION 5 COPYRIGHTS AND LICENSES OWNERSHIP OF DOCUMENTS

- 5.1 Unless otherwise provided by law, any and all reports, work product, software, computer applications, data and other documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, reports, work product, software, computer applications, data and other documents prepared by SERVICE PROVIDER, whether finished or unfinished, shall become the property of CITY and shall be delivered by SERVICE PROVIDER to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.
- 5.2 All subcontracts for the any and all reports, work product, software, computer applications, data and other documents entered into by SERVICE PROVIDER for a specific project shall provide that all documents and rights obtained by virtue of such contracts shall become the property of CITY.

SECTION 6 COMPENSATION

- 6.1 The amount of compensation payable by CITY to SERVICE PROVIDER shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by SERVICE PROVIDER as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by SERVICE PROVIDER that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate SERVICE PROVIDER for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon SERVICE PROVIDER's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
- A. The hourly billing rates for services of the SERVICE PROVIDER, are set forth in Exhibit B. Beginning on October 1, 2025 and each October 1st thereafter, SERVICE PROVIDER shall receive an annual adjustment in the hourly rates established in the Fee Schedule. The adjustment to hourly rates shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor,

Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

- B. SERVICE PROVIDER may submit an invoice for compensation, developed and agreed upon by City Manager and SERVICE PROVIDER, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. Payment shall be made to SERVICE PROVIDER in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.

6.2 Service Provider Employees as Designated Staff (If needed, when needed)

Approved reimbursable expenses shall be paid to the SERVICE PROVIDER at exact cost, and upon proof of payment by SERVICE PROVIDER submitted to the CITY.

For additional or complementary services (beyond the provision of that of Designated Staff), that may be requested from time to time by the CITY, no claim for reimbursement or billing for the following expenses shall be made to the CITY. All travel and vehicle time and expenses within Miami-Dade, Broward and Palm Beach Counties.

For certain Designated Staff positions and duties, the CITY may provide a CITY owned vehicle for use by Designated Staff during work hours and as otherwise authorized by the CITY.

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00, as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason

of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
 - 1. The surety company is licensed to do business in the State of Florida.
 - 2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
 - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 - 7. The bond shall be issued by a Florida resident agent.
 - 8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
 - 9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
 - 10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.

- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

SECTION 8 INDEMNIFICATION

- 8.1 SERVICE PROVIDER shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement or arising out of, relating to, or resulting from SERVICE PROVIDER's provision of Designated Staff to the CITY, regardless of any allegations that the CITY or any of its employees engaged in negligent, reckless, or intentional wrongful conduct. SERVICE PROVIDER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. SERVICE PROVIDER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by SERVICE PROVIDER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
- 8.2 SERVICE PROVIDER acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 8.3 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due SERVICE PROVIDER 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.

SECTION 9 MISCELLANEOUS

- 9.1 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.
- 9.2 Audit and Inspection Rights, Retention of Records:
- A. CITY shall have the right to audit the books, records and accounts of SERVICE PROVIDER that are related to this Agreement. SERVICE PROVIDER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

- B. SERVICE PROVIDER agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which SERVICE PROVIDER receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- C. Such retention of such records and documents shall be at SERVICE PROVIDER'S expense.
- D. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to SERVICE PROVIDER'S records, SERVICE PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by SERVICE PROVIDER. 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.
- E. SERVICE PROVIDER shall respond to the reasonable inquiries of successor SERVICE PROVIDER(S) and allow successor SERVICE PROVIDER(S) to receive working papers relating to matters of continuing significance.
- F. SERVICE PROVIDER shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for SERVICE PROVIDER'S services.

9.3 Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by the City's records custodian, 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, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.

- D. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by SERVICE PROVIDER shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. SERVICE PROVIDER's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of the City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

9.4 Policy of Non-Discrimination: SERVICE PROVIDER shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. SERVICE PROVIDER shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

9.5 Public Entity Crime Act:

SERVICE PROVIDER represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a SERVICE PROVIDER, SERVICE PROVIDER 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 an 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 SERVICE PROVIDER, supplier, subcontractor, or SERVICE PROVIDER under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (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 hereto and may result in debarment from CITY'S competitive procurement activities.

In addition to the foregoing, SERVICE PROVIDER further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether SERVICE PROVIDER has been placed on the convicted vendor list.

9.6 Third Party Beneficiaries: Neither SERVICE PROVIDER nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.7 Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

SERVICE PROVIDER: _____

9.8 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by SERVICE PROVIDER, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, SERVICE PROVIDER shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractor shall be provided to the City Manager, subject to his approval.

SERVICE PROVIDER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFQ and to provide and perform such services to CITY'S satisfaction

for the agreed compensation. SERVICE PROVIDER shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 9.9 Conflicts. Neither SERVICE PROVIDER nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SERVICE PROVIDER'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

In the event SERVICE PROVIDER is permitted to utilize subcontractors to perform any services required by this Agreement, SERVICE PROVIDER agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 9.10 Contingency Fee. SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SERVICE PROVIDER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 9.11 Materiality and Waiver of Breach. CITY and SERVICE PROVIDER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is 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.

- 9.12 Compliance with Laws. SERVICE PROVIDER shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

- 9.13 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or SERVICE PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

- 9.14 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 9.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.
- 9.16 Applicable Law and Venue; Attorney's Fees and Costs. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 9.17 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.
- 9.18 Prior Agreements. This Agreement and its attachments constitute the entire agreement between SERVICE PROVIDER and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 9.17 above.
- 9.19 Drug-Free Workplace. SERVICE PROVIDER shall maintain a drug-free workplace.
- 9.20 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 9.21 Multiple Originals. This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.22 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 9.23 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

- 9.24 Survival of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 9.25 Truth-in-Negotiation Certificate. Signature of this Agreement by SERVICE PROVIDER shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.
- 9.26 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the CITY, upon written notice to SERVICE PROVIDER of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the CITY.
- 9.27 Representative Designated for Each Party. The CITY designates the City Manager or designee as the person to whom all communications pertaining to the day-to-day operations of this Agreement shall be addressed. SERVICE PROVIDER shall inform the CITY representative in writing of the representative of SERVICE PROVIDER to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.
- 9.28 Default
- In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- 9.29 Independent Contractor
- SERVICE PROVIDER is an independent contractor under this Agreement. Services provided by SERVICE PROVIDER pursuant to this Agreement shall be subject to the supervision of SERVICE PROVIDER. In providing such services, neither SERVICE PROVIDER nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of SERVICE PROVIDER. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.30 E-Verify

SERVICE PROVIDER shall comply with Section 448.095, Florida Statutes, "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes shall result in termination of this Agreement. Pursuant to Section 448.095, Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. Pursuant to Section 448.095, Florida Statutes, if this Agreement is terminated for a violation of the statute by SERVICE PROVIDER, SERVICE PROVIDER may not be awarded a public contract for a period of 1 year after the date of termination.

9.31 Electronic Signatures

CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

9.32 Noncoercion Affidavit

In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFQ NO. 2024-08 FOR TECHNOLOGY SOFTWARE APPLICATION SUPPORT SERVICE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2024; and _____ authorized to execute same.

CITY OF WESTON,
through its City Commission

By: _____
Margaret Brown, Mayor

____ day of _____, 2024

ATTEST:

Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager /CEO

____ day of _____, 2024

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2024

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFQ NO. 2024-08 FOR TECHNOLOGY SOFTWARE APPLICATION SUPPORT SERVICE.

INDIAN TRACE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair

ATTEST:

_____ day of _____, 2024

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

_____ day of _____, 2024

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney

_____ day of _____, 2024

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFQ NO. 2024-08 FOR TECHNOLOGY SOFTWARE APPLICATION SUPPORT SERVICE.

BONAVENTURE DEVELOPMENT DISTRICT

By: _____
Margaret Brown, Chair

ATTEST:

_____ day of _____, 2024

Patricia A. Bates, MMC, District Clerk

By: _____
Donald P. Decker, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

_____ day of _____, 2024

(DISTRICT SEAL)

By: _____
Jamie Alan Cole, District Attorney

_____ day of _____, 2024

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND _____ FOR RFQ NO. 2024-08 FOR TECHNOLOGY SOFTWARE APPLICATION SUPPORT SERVICE.

SERVICE PROVIDER:

By: _____

_____ day of _____, 2024

EXHIBIT A
CERTIFICATE OF INSURANCE

EXHIBIT B

SERVICE PROVIDER'S COMPENSATION SCHEDULE

EXHIBIT C
TRANSITION PLAN

EXHIBIT D

ADMINISTRATIVE POLICIES FOR SERVICE PROVIDERS

The purpose of the Administrative Policies for SERVICE PROVIDERS is to document certain rules, processes and procedures necessary to enable the CITY's Service Providers to accomplish the work of the City of Weston in a consistent manner.

An electronic copy of the Administrative Policies for Service Providers may be accessed through the link below:

Link: [Weston-#40462-v17-Administrative Policies for Service Providers.pdf](#)

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

SURETY (name & principal address):

CITY:

City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

AGREEMENT

Date: _____

Amount: Services as needed. Not for a fixed amount.

Description: Technology Software Application Support Service

Location: Citywide

City of Weston RFQ No. 2024-08

BOND

Date (not earlier than Agreement Date): _____

Amount: \$100,000.00

Modifications to this Bond: None _____ See Page(s) _____

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

Address

Phone

Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
 - D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
- A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title