

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING (Rescheduled from June 25, 2025)

Agenda

**Monday, June 23, 2025
6:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Joseph L. Kelley
Commissioner Dr. Sherelean Bass
Commissioner Natasha L. Ervin
Commissioner Luis B. Santiago**

Appointed Officials

**Interim City Manager Sha'mecca Lawson
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 6:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
(Rescheduled from June 25, 2025)
June 23, 2025
6:00 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE OF ALLEGIANCE:**
5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
7. **APPROVAL OF AGENDA:**
8. **APPROVAL OF MINUTES:**
 - Workshop Meeting Minutes - May 29, 2025
 - Workshop Meeting Minutes - June 5, 2025
 - Regular Commission Meeting Minutes - June 11, 2025
9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
10. **PUBLIC PRESENTATIONS:**
 1. **Janiece Smith, Project Manager**
Art Prevails Project (non-profit)
Subj: "Storied: Where Art, Legacy, and Community Converge"
 2. **Liudmila Fuentes, Associate**
Miller Legg
Subj: Parks & Recreation Master Plan
11. **CITIZENS' FORUM:**

(Opportunity for discussion of any concerns – please limit to 3 minutes)

12. ACTION ITEMS (items from consent agenda pull list):

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A COST OF EIGHT THOUSAND ONE HUNDRED FORTY-ONE DOLLARS AND TWENTY-TWO CENTS (\$8,141.22) FOR STRUCTURAL PLANS PREVIOUSLY PREPARED BY M.C. HARRY & ASSOCIATES INC., AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROJECT AGREEMENT WITH M.C. HARRY & ASSOCIATES INC. FOR REMAINING ARCHITECTURAL SERVICES PERTAINING TO A 40-YEAR BUILDING CERTIFICATION OF HISTORIC CITY HALL, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A GRANT APPLICATION SUBMISSION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE 2025 SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE DEPARTMENT OF TEXAS REGION 8 EDUCATION SERVICE CENTER REQUEST FOR PROPOSALS (RFP) #240501 WITH HYDROMAX USA LLC FOR QUALIFIED PROFESSIONAL SERVICES FOR FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000.00); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE STATE OF FLORIDA REQUEST FOR PROPOSALS (RFP) #06-80101500-J WITH BCA WATSON RICE, LLP FOR QUALIFIED PROFESSIONAL SERVICES FOR EFFICIENCY AUDIT SERVICES, IN AN AMOUNT NOT TO EXCEED NINETY-FIVE THOUSAND DOLLARS (\$95,000.00); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF JACKSONVILLE'S REQUEST FOR PROPOSALS (RFP) #ESC-0258-24 WITH HERA PROPERTY REGISTRY, LLC FOR QUALIFIED PROFESSIONAL SERVICES FOR REGISTRATION OF FORECLOSED AND VACANT PROPERTIES SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00) EACH TIME A PROPERTY IS REGISTERED OR RE-REGISTERED; APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO INSTALL A TRAFFIC CALMING DEVICE AT THE INTERSECTION OF JANN AVENUE AND AHMAD STREET IN CONFORMITY WITH APPLICABLE LOCAL AND STATE LAWS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING IN FISCAL YEAR 2025-2026 FOR A COMMUNITY NEWSPAPER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Santiago*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE INTERIM CITY MANAGER TO TAKE**

CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING ORDINANCE 07-03 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE IV ENTITLED "PERSONNEL", DIVISION 2 ADDING NEW SECTION 2-222 TO BE ENTITLED "EXTRA COMPENSATION BEYOND STATE STATUTORY LIMITS"; PROVIDING A DEFINITION FOR "CAUSE" AND PROHIBITING SEVERANCE PAY TO CHARTER OFFICERS OR OTHER EMPLOYEES WHERE THE INDIVIDUAL IS TERMINATED FOR CAUSE; PROHIBITING SEVERANCE PAY, BONUS PAY, EXTRA COMPENSATION, OR ADDITIONAL PAYMENT TO ANY CHARTER OFFICER OF THE CITY AFTER SERVICES HAVE BEEN RENDERED OR AFTER A CONTRACT HAS BEEN EXECUTED UNLESS AUTHORIZED BY FLORIDA LAW OR A MAJORITY VOTE OF THE CITY COMMISSION; PROVIDING FOR STATUTORY REQUIRED LANGUAGE TO BE INCLUDED WITHIN FUTURE EMPLOYMENT AGREEMENTS; PROVIDING FOR CERTAIN SEVERANCE PAYMENT TERMS AND CONDITIONS AS CONSISTENT WITH FLORIDA LAW; FORGIVING ANY PAYMENT MADE INCONSISTENT WITH THE TERMS OF THIS ORDINANCE PRIOR TO AND INCLUDING CALENDAR YEAR 2022; PROVIDING FOR CONFLICT AND REPEALER; SEVERABILITY, INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on June 11, 2025). *Sponsored by Mayor Taylor***
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE VI OF THE CITY'S PURCHASING CODE TO CREATE NEW SECTION 2-325 TO BE ENTITLED "ESTABLISHING CONTRACTUAL SERVICE CONTROLS", PROVIDING FOR GREATER MONITORING AND ENFORCEMENT OF TERMS AND CONDITIONS OF CONTRACTS TO ENSURE THAT CONTRACT DELIVERABLES ARE PROVIDED; ALLOWING FOR PAYMENT OF CONTRACTUAL DEPOSITS WHEN AUTHORIZED; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on June 11, 2025). *Sponsored by Mayor Taylor***

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, SECTION 2-8.4 OF THE CITY OPA-LOCKA CODE OF ORDINANCES TO PROVIDE AN OPTION FOR THE CITY COMMISSION TO ESTABLISH A SEARCH COMMITTEE OR APPOINT BY MAJORITY VOTE A CITY MANAGER, CITY ATTORNEY, OR CITY CLERK; PROVIDING FOR A LOCAL AND/OR NATIONAL SEARCH AT THE OPTION OF THE CITY COMMISSION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held June 11, 2025). *Sponsored by Mayor Taylor***
4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 5 ENTITLED CIVIL SERVICE BOARD, SPECIFICALLY SECTION 2-526 TO SPECIFY THAT THE CIVIL SERVICE BOARD SHALL HAVE THE POWER TO RECOMMEND ON MATTERS THROUGH HEARING FROM CITY EMPLOYEES AT A PROPERLY NOTICED MEETING; AMENDING SECTION 2-530 TO AMEND THE ROLE OF THE HUMAN RESOURCES DIRECTOR; AMENDING SECTIONS 2-534 TO CLARIFY DEFINITIONS FOR CLASSIFIED AND UNCLASSIFIED SERVICE; AMENDING SECTION 2-535 TO DELETE CERTAIN INAPPLICABLE RESPONSIBILITIES OF THE HUMAN RESOURCES DIRECTOR; AMENDING SECTION 2-536 TO DELETE THE WORD "OFFICERS" FOR HIGHER VACANCIES; AMENDING SECTION 2-537 TO DELETE CERTAIN INAPPLICABLE TIMELINES; AMENDING SECTION 2-539 TO REMOVE PENALTIES; AMENDING SECTION 2-541 TO SPECIFY PERSONS EXEMPT FROM TESTS; DELETING AND REPLACING OLD SECTION 2-542 WITH NEW LANGUAGE TO SPECIFY THAT IN THE CASE OF CONFLICT, COLLECTIVE BARGAINING AGREEMENTS SHALL PREVAIL OVER THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on June 11, 2025). *Sponsored by Vice Mayor Kelley***

C. RESOLUTION(S):

17. **CITY MANAGER'S REPORT:**
18. **OFFICIAL BOARD REPORTS:**
19. **MAYOR/COMMISSION REPORTS:**
20. **OFFICIAL BOARD APPOINTMENTS:**

Charter Review Board
2 at-large appointments

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. Lou Foundation, Inc. in partnership with City of Opa-locka Commissioner Dr. Sherelean Bass presents Heal, Learn, Grow, Love; the Lotus Bloom Gathering, start date **Tuesday, June 10, 2025** and every Tuesday thereafter for the next six weeks from 6:00 PM - 8:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. Registration required: www.loufoundationinc.org or for more information please email loufoundationinc@gmail.com.
2. City of Opa-locka Mayor & Commission invite you to a Juneteenth Roundtable Dialogue, **Saturday, June 21, 2025** at 12:00 PM, Historic City Hall, 777 Sharazad Boulevard, Opa-locka, Florida. *Hosted by Vice Mayor Joseph L. Kelley and Commissioner Natasha L. Ervin*
3. Join City of Opa-locka Commissioner Natasha L. Ervin for Grown Folks Night Out, **Saturday, June 21, 2025** from 7:00 PM - 11:00 PM, Ingram Park Pavilion, 2100 Burlington Street, Opa-locka, Florida.
4. Please join City of Opa-locka Mayor John H. Taylor, Jr. in partnership with City of Miami Gardens Councilwoman Katrina Baskin, Juice Defined and Ten North Group for a Juneteenth Wellness Fair, **Sunday, June 22, 2025** at 3:00 PM at the ARC, 675 Ali-Baba Avenue, Opa-locka, Florida.
5. City of Opa-locka Budget Workshop for Fiscal Year 2026 will be held on **Thursday, June 26, 2025** at 2:00 PM, Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.
6. The City of Opa-locka Mayor & Commission present Kings & Queens Bingo, **Friday, June 27, 2025** at 6:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. Free Admission; Great Prizes; Great Times.
7. City of Opa-locka Mayor & Commission presents a free food distribution in partnership with Farm Share, **Wednesday, July 2, 2025** from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. While supplies last, on a first come, first-served basis. *Hosted by Vice Mayor Joseph L. Kelley*
8. The City of Opa-locka Mayor & Commission invite you to a 4th of July Community Picnic, **Friday, July 4, 2025** from 10:00 AM - 9:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. *Hosted by Commissioner Natasha L. Ervin and Commissioner Luis B. Santiago*
9. The City of Opa-locka Mayor & Commission invites you to a Basic Community Emergency Response Team (CERT) Training, **July 11, July 12 and July 26, 2025**, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka,

Florida. Slots are limited. Registration Required. Please call 305.953.2868 Ext. 1105 for more information. Hosted by Vice Mayor Joseph L. Kelley

10. **The City of Opa-locka Mayor & Commission in partnership with UHI Community Care Clinic present the Mayor's Back to School Clinic, [Saturday, July 19, 2025](#) from 10:00 AM - 4:00 PM. UHI Community Care Clinic, 870 Fisherman Street, Opa-locka, Florida. Pre-registration required. For more information, please call 305.773.3465.**
11. **The City of Opa-locka Mayor & Commission presents Meet Me Monday hosted by Vice Mayor Joseph L. Kelley, [Monday, August 11, 2025](#), at 6:00 PM, at Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.**

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

SIGN ORDINANCE WORKSHOP

Thursday, May 29, 2025

6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor called the workshop to order at 6:00 PM on Thursday, May 29, 2025, at the Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley; Commissioner Natasha L. Ervin; Commissioner Sherelean Bass; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also, in attendance were: Interim City Manager Sha'mecca Lawson; Assistant City Manager George Ellis; Assistant City Attorney Candace Cobb; Assistant City Clerk Floralba Valdes-Wright; City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Floralba Valdes-Wright.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PRESENTATION BY PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT:

- City of Opa-locka Sign Ordinance

Zoning Official Gerald Lee presented the following: Introduction/History; Purpose and Intent; Transportation Corridors; Basis of Regulations; Allowed Signs (With Permit); Signage Design Examples – Monument Signs; Signage Design Examples – Walls Signs; Proposed Amendments; Ordinance Will Reconsider Pole Signs As Non-Conforming And Provide A Process; Window Signs; Window Sign Diagram; Signage Design Examples – Window Signs; Prohibited Signs; Allowed Signs (No Permit); Questions, Concerns and/or Comments.

Mayor Taylor and Vice Mayor Kelley departed at approximately 6:30 PM.

Commissioner Santiago expressed support for commissioners being allowed to advertise city events with signage, noting this could significantly boost attendance and should be utilized more. He also recommended that the city require phone numbers on business signs, especially for smaller or less visible businesses, to help residents and Code Enforcement quickly identify and contact owners if needed.

6. PUBLIC INPUT:

Marc Cooper, a property owner, urged the Commission to ensure the sign ordinance runs parallel to the occupational licensing process but remains independent of it. He warned that linking them could further delay new businesses due to existing licensing backlogs. Commissioner Santiago and Mr. Lee responded, clarifying that sign permits are a separate process and only required after all other business permits are obtained.

Mr. Cooper then referenced image examples in the presentation, arguing that in industrial areas, varied signage styles are appropriate and necessary for business visibility. He emphasized the need for flexibility, especially for businesses offering multiple services, such as muffler shops, compared to simpler establishments like barbershops. He also asked how signage transitions should be handled when a tenant changes. Commissioner Santiago explained that new tenants must repaint and apply for updated permits unless the business remains the same. Mr. Gregory Gay added that consistency across building signage could be managed by property owners, as is common in other jurisdictions.

Lastly, Mr. Cooper inquired about digital billboards used by junkyards, and Mr. Gay confirmed the city is exploring future use of electronic signage and billboard structures.

Commissioner Ervin questioned whether the city already has electronic billboards in use, referencing one located near Klub 24. Mr. Gay confirmed that while the display exists, it was introduced as part of a site's redevelopment and has not yet received a formal permit. He explained that the city is currently working on legislation to establish rules and regulations for this type of signage.

David Gandara, owner of Relics Rentals at 2320 Ali Baba Avenue, addressed the Commission to request support for a mural he hopes to paint on the large exterior wall of his business. He explained that he submitted a permit application and design to Mr. Lee's department and is awaiting feedback, noting that code enforcement may need to confirm approval. Mr. Gandara stated his intention is to beautify the Ali Baba corridor with artwork that enhances the city's appearance. Commissioner Bass asked for details about the business, and Mr. Gandara shared that it is an event production company operating out of a large former commercial laundry facility.

Commissioner Santiago stated that the city should be consistent in allowing murals, referencing an existing ordinance that permitted a company to paint artistic designs on sidewalks, utility boxes, and other public areas. He emphasized that if businesses or individuals wish to contribute artwork to beautify the city—particularly along Ali Baba Avenue between 27th and 22nd—those efforts should be supported fairly. He questioned why Mr. Gandara's mural was being delayed despite a submitted permit. Mr. Lee responded that murals require Commission approval before proceeding and that if Mr. Gandara's proposal meets the city's guidelines and is not used for advertising, it can be brought to the Commission for review and approval.

Mr. Gandara expressed his commitment to improving the area through art and shared that although his initial permit was denied, he recently resubmitted it and is awaiting a response. He explained that he attended the meeting to ensure his intentions were understood and his voice heard. He emphasized that his proposal is for genuine artwork—not graffiti—and hoped to enhance the aesthetics of Ali Baba Avenue similar to other beautified areas like Wynwood.

Mr. Alexander Bilbao, representing Ace Hardware of Opa-locka at 700 Opa-locka Boulevard, raised concerns about the proposed sign ordinance. He questioned why businesses are expected to provide exterior lighting, particularly if they close by 5:30 or 6:00 PM, stating that public safety should fall under police responsibility rather than business owners. He also expressed concern that the presentation included more prohibited sign examples than allowed ones and argued that heavily regulating signage could unfairly burden businesses that have already navigated the licensing process.

Mr. Lee responded that the lighting requirement applies only to businesses along major corridors such as 27th Avenue, 22nd Avenue, 135th Street, and 42nd Avenue. He clarified that the purpose of the lighting is not to illuminate businesses after hours for visibility, as the city maintains street lighting. Instead, the signage serves as advertising to inform passersby—even outside of business hours—that a business operates at that location and may be worth visiting when open.

In response to Commissioner Ervin’s question, Mr. Bilbao supported allowing businesses flexibility in their signage. He felt most owners take pride in their signs and opposed overly strict rules on size, content, or uniformity. He emphasized the importance of business identity and the freedom to choose how signs look.

Commissioner Ervin expressed personal opposition to the prior ordinance requiring illuminated signs, stating she would rather invest into her business than on signage. She supported more affordable options like the sample shown and hoped to see more of these used. She noted disappointment that the vinyl sign example was not presented.

Edwin Gonzalez, owner of a sign business at 4109 NW 135th Street, shared concerns about the high cost and lengthy permitting process for illuminated signs. He noted that economical options like a 4x8 sign cost around \$350 compared to thousands for illuminated signs, which also require hiring both an installer and a licensed, insured electrical contractor. He cited delays in permitting as a major issue, referencing a two-year wait to help a friend, Noel, get a sign approved. He expressed frustration that rising material costs now require adjusting the original quote.

Mr. Gay stated he was not familiar with any application submitted for the business in question. He noted that if it had been submitted two years ago, it would have been referred to his office for review, even if it began in Building and Licensing. He confirmed that his team would follow up and conduct due diligence, as they currently had no record of the submission.

Noel Espinoza, owner of Noel Muffler Shop, explained that after repainting his building two years ago, he was told he could not reinstall his sign. He submitted a proposal to Mr. Lee, but

delays occurred due to lack of landlord approval. Although the landlord eventually responded, he remained unable to move forward.

7. DISCUSSION:

Commissioner Santiago stated the purpose of the workshop was to hear from business owners and explore ways to make signage more affordable and accessible for small businesses. He emphasized the need to address grandfathered signs and to allow updates to aging signage without requiring full replacement. He called for better communication across departments and more consistent enforcement.

Mr. Gay responded that the city has worked on signage regulations for nearly a decade and is developing legislation to legalize existing pole signs, especially when installation dates are unclear. He acknowledged that some signs have been damaged and need safety improvements, and the city is drafting new standards to support maintenance and modernization while keeping signage affordable.

Commissioner Santiago thanked Mr. Gay and Mr. Lee and referenced Mr. Julio, a business owner on 22nd Avenue with a grandfathered license. He noted that Julio's sign has been in place for over 30 years and should be allowed if proof can be provided and the sign is cleaned up to improve the area's appearance. He expressed hope for redevelopment in that area and reiterated the workshop's goal: to support small businesses, not just larger companies, in creating cleaner, more attractive, and affordable signage that allows them to thrive.

8. ADJOURNMENT:

There being no further business to come before the City Commission, the workshop was adjourned at 7:13 PM.

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

VULNERABILITY ASSESSMENT PUBLIC WORKSHOP

Thursday, June 5, 2025

6:00 PM

1. CALL TO ORDER:

Vice Mayor Joseph L. Kelley called the workshop to order at 6:00 PM on Thursday, June 5, 2025, at the Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley; Commissioner Sherelean Bass; Commissioner Natasha L. Ervin; and Commissioner Luis B. Santiago. Also, in attendance were: Interim City Manager Sha'mecca Lawson; Assistant City Manager George Ellis; Assistant City Attorney Candace Cobb; and Assistant City Clerk Floralba Valdes-Wright.

3. INVOCATION:

The invocation was delivered by Vice Mayor Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC COMMENTS:

No one came forth to speak. Vice Mayor Kelley closed Public Comments.

6. DISCUSSION ITEMS:

City of Opa-locka Infrastructure Vulnerability, Adaptation, and Resilience Assessment.

Presentation by: Diane Quigley, AICP, CFM, WEDG, Senior Resilience Project Manager – Stantec, Inc.

Diane Quigley, Stantec, Inc., presented the city's vulnerability assessment funded through the Resilient Florida program. The study identified current and future flood-prone areas for 2050 and 2080 using climate data and bathtub modeling. The assessment focused on city-owned assets and aimed to prioritize needs for future state and federal funding. Ms. Quigley noted that results would support the city's CRS program and potential flood insurance savings.

Vice Mayor Kelley asked if the assessment would offer causes and solutions for flooding. Ms. Quigley confirmed it would provide conceptual strategies for the city to further develop. Vice Mayor Kelley cited persistent flooding issues near NW 131st and 132nd Streets. Ms. Quigley stated they would work with staff to address these areas.

Commissioner Santiago emphasized widespread flooding citywide.

Vice Mayor Kelley asked when data collection would conclude; Ms. Quigley responded within one to two months. She confirmed the projections use climate and elevation data to estimate flooding increases through 2080.

Vice Mayor Kelley asked about CRS savings. Ms. Quigley stated initial reductions could be 10–15%, with more possible as points accumulate. It was confirmed current road and drainage designs are incorporating flood mitigation per new state regulations.

Commissioner Bass joined the meeting at approximately 6:15 PM.

Vice Mayor Kelley questioned past reliance on French drains and asked how alternatives would be evaluated. Ms. Quigley confirmed multiple mitigation options would be included in the final report, due in April.

Vice Mayor Kelley inquired about private property assistance. Ms. Quigley listed Elevate Florida, wind proofing funds, SBA loans, and business resilience programs. She agreed to provide full details to staff. Ms. Quigley encouraged the city to pursue the Resilient Florida capital grant opening July 1.

Commissioner Bass acknowledged widespread flooding throughout Opa-locka and emphasized the importance of identifying long-term solutions citywide. Commissioner Bass noted flooding remains severe in multiple neighborhoods and stated residents continue experiencing water intrusion during heavy rainfall. Commissioner Bass supported the vulnerability assessment's efforts to identify the underlying causes and prioritize corrective projects.

Commissioner Santiago commented on flooding near Glorieta Apartments and acknowledged drainage improvements made by the private property owners. Commissioner Santiago raised concerns regarding ongoing flooding at 134th Street and stated that county road elevations on 27th Avenue and Lejeune Road contribute to flooding on adjacent city streets. Commissioner Santiago emphasized the city's limited options for discharging stormwater due to restrictions from Miami-Dade County and the inability to pump directly into canals without proper authorization.

Ms. Adalina Gross, CIP Manager, explained that emergency pumps may be used during extreme situations but must discharge at designated county-approved locations, such as Black Point, to avoid fines and downstream impacts. Ms. Gross noted the city had completed drainage improvements on 133rd Street, which provided some relief but acknowledged additional funding and coordination with the state are still needed to address remaining issues.

Commissioner Bass concluded by acknowledging the complexity of addressing flooding issues across the city. She emphasized that the solution requires collaboration among the city, county, state, and other partners. She recognized the need for continued funding and coordination.

Commissioner Bass encouraged staff to continue identifying the most critical areas to prioritize immediate relief while understanding that full resolution will take time.

Ms. Gross explained that data collection was ongoing, with a second workshop scheduled for October 2025. Public input would remain open through the city website. The project was expected to be completed and adopted by April 2026, after which the city would seek state and county grants for critical improvements. She added that a proposal would be presented next week to begin design and planning for drainage improvements on 132nd Street and surrounding areas, where existing drainage was not functioning properly.

Commissioner Bass asked if residents could report flooding. Ms. Gross replied that reports could be submitted through the city website or app for any infrastructure concerns.

Commissioner Ervin requested that grant information be provided directly to Chavez Market and Price Choice, citing ongoing flooding issues on their properties. Ms. Gross confirmed that once the information is received from Ms. Quigley, it will be shared on the website and directly with the businesses.

7. ADJOURNMENT:

There being no further business to come before the City Commission, the workshop was adjourned at 6:48 PM.

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, June 11 2025
7:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 6:00 PM on Wednesday, June 11, 2025, at the City of Opa-locka Commission Chamber, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Joseph L. Kelley; Commissioner Sherelean Bass; Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also in attendance were: Interim City Manager Sha'mecca Lawson; Assistant City Manager George Ellis; Assistant City Attorney Candice Cobb; City Attorney Burnadette Norris-Weeks; Assistant City Clerk Floralba Valdes-Wright; and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Mayor Taylor and recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

- City of Opa-locka Scholarship Recipients

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to amend the agenda to move Item 5 after Citizens' Forum.

There being no additional discussion, the motion to amend the Agenda passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

Ms. Ashley Walker presented the City of Opa-locka scholarships to four recipients.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)

Vice Mayor Kelley requested to pull items 13-1 and 13-3.

Commissioner Ervin requested to pull item 13-10.

Interim City Manager Lawson requested to defer item 16-A.1. and 16-A.2 until July 9, 2025.

City Clerk Flores noted substitute items for 16-A.3 and 16-A.6.

There being no additional discussion, the motion to approve the Consent Agenda passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

City Clerk Flores noted a request to amend the amend to include item 14-1. She read the resolution by title. Mayor Taylor described the emergency nature of the item.

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to add the item to the agenda.

There being no additional discussion, the motion to approve the added item passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

It was moved by Commissioner Bass, seconded by Commissioner Santiago to approve the agenda.

There being no discussion, the motion to approve the agenda passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting – May 28, 2025

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to approve the May 28, 2025 Regular Commission Meeting Minutes.

There being no additional discussion, the motion to approve the minutes passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

There were no reports.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings.

Mayor Taylor opened the Citizens' Forum.

City Clerk Joanna Flores stated there were no virtual public comments.

Brian Dennis, 2140 York Street, spoke on Item 10, questioning the timing and intent behind the legislation. He noted there is no current policy and expressed concern that it could create ties to CBOs already aligned with other commissioners. He called it the sponsor's first major item in six years and suggested it may be politically motivated, referencing ties to a former City Manager with a troubled past. He urged the Commission to workshop the issue before proceeding.

Audrey Dominguez, 1147 Jann Avenue, expressed excitement about the new playground and shared that her grandson in Boston is eager to visit. She raised concerns about an overgrown empty lot next to 31 Jann Avenue, which she previously reported over two years ago. Although it was cleaned then, the issue has returned. She urged the city to identify the property owner and take enforcement action, stating it is unfair for city staff to maintain it without accountability. She recommended that the City Manager implement a system through Code Enforcement to track and address maintenance of empty lots citywide.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor acknowledged Ms. Dominguez's concerns about beautification and specifically referenced the property at 1331 Jann Avenue. He asked if the city still had a program to maintain such lots and cite property owners. Interim City Manager Lawson confirmed the former program, known as the Urban Rangers, no longer exists but agreed there may be a need to reinstate something similar.

12. ACTION ITEMS (items from consent agenda pull list):

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, APPROVING AND ADOPTING STANDARD DEPARTMENTAL OPERATING PROCEDURES PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23-035; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

The above resolution was read by Assistant City Attorney Candice Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to discuss Agenda Item 12-1.

Interim City Manager Lawson introduced the item and stated that the Human Resources Department had revised its internal standard operating procedures to align with the city's operational goals. She explained that the updates were intended to enhance efficiency, improve day-to-day processes, and strengthen support for both staff and leadership across departments.

Vice Mayor Kelley expressed support for the item but proposed an amendment for clarity and accountability. Referring to the fifth "Whereas" clause, which addresses policy updates by December 31, he recommended adding language to include "by the City Manager and as otherwise deemed by the City Commission." He explained that this amendment would ensure the Commission is notified of any changes to the policy, as current language does not require updates to be communicated to the Commission.

It was moved by Vice Mayor Kelley, seconded by Commissioner Ervin, to amend the resolution.

There being no additional discussion, the motion to approve the amendment passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

There being no additional discussion, the motion to approve the resolution, as amended, passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

2. **[13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, APPROVING AND ADOPTING STANDARD DEPARTMENTAL OPERATING PROCEDURES FOR THE FINANCE DEPARTMENT, PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23035; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

The above resolution was read by Assistant City Attorney Candice Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to discuss Agenda Item 12-2.

Interim City Manager Lawson stated that the Finance Department is responsible for safeguarding city assets, ensuring cost effectiveness, and supporting operational departments. To fulfill this role, it is essential that the department has formal standard operating procedures. With the guidance of a consultant, the Finance Director has worked to establish protocols that align with the city's daily operations and comply with local, state, and federal regulations.

Vice Mayor Kelley proposed the same amendment as the previous item.

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to amend the resolution.

There being no additional discussion, the motion to approve the amendment passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

There being no additional discussion, the motion to approve the resolution, as amended, passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

3. **[13-10] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A CO-SPONSORSHIP POLICY AND PROCEDURES FOR ACTIVITIES AND SPECIAL EVENTS IN COLLABORATION WITH NONPROFIT ORGANIZATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Bass*

The above resolution was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Santiago, seconded by Commissioner Bass, to discuss Agenda Item 12-3.

Commissioner Bass explained the resolution stemmed from being asked to co-sponsor an event involving funds, and realizing the City lacked a policy, she introduced it to ensure compliance. She addressed a publicly posted photo with the former City Manager, stating it was related to a 5000 Role Models event and criticizing the negative assumptions made about it. She emphasized the resolution aims to establish necessary procedures and protect both herself and the City.

Commissioner Ervin stated the item was pulled for clarity. Although it was explained during the briefing and discussed earlier with the attorney, Commissioner Ervin wanted to hear directly from the Commissioner Bass to better understand the purpose of the resolution.

Commissioner Santiago stated the Commission should stand together when situations are misrepresented. He supported Commissioner Bass's right to bring forward the resolution and to associate with whomever she chooses. He emphasized that everyone has the right to do what is right, regardless of outside criticism, and added that past joint efforts with colleagues have been successful and well-received by the public.

Mayor Taylor raised concerns about the 90-day notice requirement and the involvement of the Parks and Recreation Board, which is not currently active. City Attorney Norris-Weeks explained the policy was based on similar ones from other cities and was drafted at Commissioner Bass's request. She clarified that the language allows exceptions with Commission approval.

Commissioner Ervin stated she supported the intent but had lingering concerns and suggested postponing the item for further discussion during the upcoming events policy workshop. Commissioner Bass confirmed she did not feel attacked and agreed to withdraw the item for later discussion.

Vice Mayor Kelley stated he would reserve full comment until the workshop but wanted to ensure no events were disrupted in the interim. He referenced a co-sponsored Father's Day basketball tournament planned by a colleague, which includes a participation fee. He expressed support for the event and asked whether, despite the item being deferred, there was a way to ensure the tournament could still proceed without conflict with pending policy.

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, APPROVING AND ADOPTING STANDARD DEPARTMENTAL OPERATING PROCEDURES PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23-035; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

Item was pulled for discussion.

- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, ADOPTING AND APPROVING 2025 REVISIONS TO THE EMPLOYEE HANDBOOK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, APPROVING AND ADOPTING STANDARD DEPARTMENTAL OPERATING PROCEDURES FOR THE FINANCE DEPARTMENT, PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23035; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

Item was pulled for discussion.

- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF KEITH AND ASSOCIATES, INC. FOR DRAINAGE AND ROADWAY ENGINEERING SERVICES FOR THE AREA WITHIN THE CITY KNOWN AS NILE GARDENS (NW 132ND STREET FROM NW 27TH AVE TO NW 30TH AVE); AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR SAME, IN AN AMOUNT OF TWO HUNDRED NINETEEN THOUSAND, SEVEN HUNDRED EIGHTY DOLLARS (\$219,780.00), WITH AN ADDITIONAL CONTINGENCY BUDGET OF TWENTY-ONE THOUSAND, NINE HUNDRED SEVENTY-EIGHT DOLLARS (\$21,978.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF PREMIERE DESIGN SOLUTIONS, INC. FOR AMERICANS WITH DISABILITIES (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN SERVICES; AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PREMIERE DESIGN SOLUTIONS, INC. FOR SAME, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, FIVE HUNDRED FORTY-EIGHT DOLLARS AND SIXTY-SEVEN CENTS (\$94,548.67); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF FOUNDATION RISK PARTNERS, CORP D/B/A ACENTRIA PUBLIC RISK, FOR AGENT OF RECORD INSURANCE SERVICES FOR GENERAL LIABILITY, CYBER LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS COMPENSATION AND EMPLOYER LIABILITY COVERAGE SERVICES, PURSUANT TO RFQ NO. 25-0512200; AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT ATTACHED HERETO AS EXHIBIT “A”, IN AN AMOUNT NOT TO EXCEED NINETY-FIVE DOLLARS (\$95,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AWARDED FOUR (4) ONE THOUSAND, TWO HUNDRED FIFTY DOLLAR (\$1,250.00) SCHOLARSHIPS THROUGH THE CITY OF OPALOCKA’S EDUCATIONAL SCHOLARSHIP PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, RESCINDING RESOLUTION NO. 22-023 PERTAINING TO AN AMNESTY PROGRAM FOR OUTSTANDING CODE ENFORCEMENT FINES AND LIENS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A FATHER & SON/DAUGHTER BASKETBALL TOURNAMENT TO BE HELD ON JUNE 14, 2025, AND CO-SPONSORED BY SUCCESS WE ACHIEVE TOGETHER, INC. (S.W.A.T); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass***

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A CO-SPONSORSHIP POLICY AND PROCEDURES FOR ACTIVITIES AND SPECIAL EVENTS IN COLLABORATION WITH NONPROFIT ORGANIZATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass***

Item was pulled for discussion and later withdrawn.

14. **NEW ITEMS:**

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RESCHEDULING THE JUNE 25, 2025 CITY COMMISSION MEETING TO JUNE 23, 2025; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above resolution was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to discuss Agenda Item 14-1.

Mayor Taylor introduced the item and provided a brief background.

There were no questions or discussion by the City Commission.

There being no additional discussion, the motion to approve the resolution passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

15. **PLANNING & ZONING:**

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 3 OF THE CITY OF OPALOCKA'S CODE OF ORDINANCES ENTITLED "PLANNING, ZONING AND APPEALS BOARD", SPECIFICALLY SECTION 2-497; ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS RECORDS"; AMENDING CHAPTER 22, ARTICLE II, SECTION 2234 OF THE CITY OF OPALOCKA'S LAND DEVELOPMENT REGULATIONS ENTITLED "PLANNING AND ZONING BOARD", TO REDUCE THE TOTAL NUMBER OF MEMBERS REQUIRED FOR A QUORUM; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

Sponsored by Interim City Manager

Item was deferred until the July 9, 2025 meeting.

- 2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 13, ENTITLED HISTORIC ENVIRONMENTAL PRESERVATION BOARD, SEC. 2-570.81; ENTITLED "CREATED; COMPOSITION; TERM OF OFFICE; QUALIFICATIONS; ORGANIZATION; MEETINGS; RECORDS" TO REDUCE THE TOTAL NUMBER OF MEMBERS TO ESTABLISH A QUORUM; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

Sponsored by Interim City Manager

Item was deferred until the July 9, 2025 meeting.

- 3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AMENDING ARTICLE FOUR, ENTITLED PERSONNEL, DIVISION TWO, ADDING NEW SECTION 2-222, TO BE ENTITLED "EXTRA COMPENSATION BEYOND STATE STATUTORY LIMITS"; PROVIDING FOR A DEFINITION FOR CAUSE AND PROHIBITING SEVERANCE PAY TO CHARTER OFFICERS OR OTHER EMPLOYEES WHERE THE INDIVIDUAL IS TERMINATED FOR CAUSE; PROHIBITING SEVERANCE PAY, BONUS PAY, EXTRA COMPENSATION, OR ADDITIONAL PAYMENT TO ANY CHARTER OFFICER OF THE CITY AFTER THE SERVICES HAVE BEEN RENDERED OR AFTER A CONTRACT HAS BEEN EXECUTED, UNLESS AUTHORIZED BY**

**FLORIDA LAW OR MAJORITY VOTE OF THE CITY COMMISSION;
PROVIDING FOR STATUTORY REQUIRED LANGUAGE TO BE
INCLUDED WITHIN FUTURE EMPLOYMENT AGREEMENTS;
PROVIDING FOR CERTAIN SEVERANCE PAYMENT TERMS AND
CONDITIONS AS CONSISTENT WITH FLORIDA LAW; FORGIVING ANY
PAYMENT MADE INCONSISTENT WITH THE TERMS OF THIS
ORDINANCE PRIOR TO AND INCLUDING CALENDAR YEAR 2022;
PROVIDING FOR CONFLICT AND REPEALER, SEVERABILITY,
INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.**

Sponsored by Mayor Taylor

The above ordinance was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Bass, seconded by Commissioner Santiago, to discuss Agenda Item 16-A.3.

Mayor Taylor introduced the item and provided a brief background.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-
LOCKA, FLORIDA, AMENDING ARTICLE VI OF THE CITY'S
PURCHASING CODE TO CREATE NEW SECTION 2-325 TO BE ENTITLED
"ESTABLISHING CONTRACTUAL SERVICE CONTROLS", PROVIDING
FOR GREATER MONITORING AND ENFORCEMENT OF TERMS AND
CONDITIONS OF CONTRACTS TO ENSURE THAT CONTRACT
DELIVERABLES ARE PROVIDED; ALLOWING FOR PAYMENT OF
CONTRACTUAL DEPOSITS WHEN AUTHORIZED; PROVIDING FOR
SEVERABILITY, CONFLICT AND REPEALER; INCLUSION IN THE
CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above ordinance was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Bass, seconded by Commissioner Santiago, to discuss Agenda Item 16-A.4.

Mayor Taylor introduced the item and provided a brief background.

Mayor Taylor opened the public hearing.

Audrey Dominguez, 1147 Jann Avenue, thanked the Mayor for bringing the ordinance forward. She stated it was important to correct the audit findings, noting that payments to vendors totaling \$3.6 million were associated with 37 purchase service records that lacked sufficient supporting documentation. She emphasized that although some staff involved remain, the city must do a better job going forward to ensure invoices match services and amounts billed.

Mayor Taylor closed the public hearing.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

- 5. A RESOLUTION AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, SECTION 2-8.4 OF THE CITY OPA-LOCKA CODE OF ORDINANCES TO PROVIDE AN OPTION FOR THE CITY COMMISSION TO ESTABLISH A SEARCH COMMITTEE OR APPOINT BY MAJORITY VOTE A CITY MANAGER, CITY ATTORNEY, OR CITY CLERK; PROVIDING FOR A LOCAL AND/OR NATIONAL SEARCH AT THE OPTION OF THE CITY COMMISSION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above ordinance was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Santiago, seconded by Commissioner Ervin, to discuss Agenda Item 16-A.5.

Mayor Taylor introduced the item and provided a brief background.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

- 6. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 5 ENTITLED CIVIL SERVICE BOARD, SPECIFICALLY SECTION 2-526 TO SPECIFY THAT THE CIVIL SERVICE BOARD SHALL HAVE THE POWER TO ADVISE ON MATTERS THROUGH HEARING FROM CITY EMPLOYEES AT A PROPERLY NOTICED MEETING; AMENDING SECTION 2-530 TO AMEND THE ROLE OF THE HUMAN SERVICES DIRECTOR; AMENDING SECTION 2-535 TO DELETE CERTAIN INAPPLICABLE RESPONSIBILITIES; AMENDING SECTION 2537 TO DELETE CERTAIN INAPPLICABLE TIMELINES; AMENDING SECTION 2-539 TO REMOVE PENALTIES; AMENDING SECTION 2-541 TO SPECIFY PERSONS EXEMPT FROM TESTS; ADDING SECTION 2-542 TO SPECIFY THAT IN THE CASE OF CONFLICT, COLLECTIVE BARGAINING AGREEMENTS SHALL PREVAIL OVER THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Kelley***

The above ordinance was read by Assistant City Attorney Candice Cobb.

It was moved by Vice Mayor Kelley, seconded by Commissioner Bass, to discuss Agenda Item 16-A.6.

Vice Mayor Kelley introduced the item and provided a brief background.

Mayor Taylor opened the public hearing.

Brian Dennis, 2140 York Street, stated support for the item regarding Old City Hall. He said it provides employees an option outside of the union agreement to explain their situations. He noted that in the past, employees were dismissed without cause, leading to lawsuits and damaged reputations. He supported the personnel board process, which allows employees to present their case and gives the commission a clearer understanding of the situation.

Audrey Dominguez, 1147 Jann Avenue, voiced support for the item and thanked Vice Mayor Kelley. She noted the board has been inactive for too long due to lack of HR, members, or authority. As a current board member, she was unsure if she would need to reapply but emphasized that other cities use Civil Service Boards effectively. She urged the city to give employees a fair opportunity to be heard and encouraged residents to apply to serve, as there are still vacancies.

Mayor Taylor closed the public hearing.

Commissioner Bass asked about the quorum requirement for the board. It was clarified that the quorum is five. Vice Mayor Kelley confirmed the board includes two additional appointments, but the five voting members are appointed by the Commission. Each commissioner has an appointment.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 5-0 vote.

Commissioner Ervin Yes
Vice Mayor Kelley Yes
Commissioner Santiago Yes
Commissioner Bass Yes
Mayor Taylor Yes

5. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Interim City Manager Lawson reported that the city's Summer Employment Program received 60 applications. Twenty-five applicants completed eligibility requirements and will begin work readiness training on June 16, 2025. The Police Department will host a Walking One Stop event on Curtis Drive on June 23 at 6 PM. Flyers are being finalized and will be distributed soon. The IT Director met with Comcast, and the city is moving forward with relaunching Government Access Channel 77. The sewer project on West 133rd Street began June 2 and is progressing after business hours to avoid service disruptions. Playground installation at Sherbondy Park is 75% complete and expected to finish by June 16. A written report was submitted.

Commissioner Ervin asked if the Walking One Stop event on June 23 at 6 PM conflicted with the rescheduled Commission meeting. Interim City Manager Lawson clarified the event is at 9 AM. Ervin requested future events be held in the evening for greater participation. She also asked that the Sherbondy Park playground ribbon cutting be scheduled on a Saturday afternoon so more residents can attend, noting that kids have already begun using the playground.

Commissioner Santiago supported the report and asked for renewed focus on city beautification efforts, especially along 27th Avenue and Ali Baba Avenue. He noted improvements by CRA but emphasized the need for equal attention to the other side of the

street, including cleanup and fence upgrades. He stressed the importance of maintaining order at this major city entrance. He raised concern about a lack of visible police presence near Historic City Hall, especially at night, and asked for increased security to protect the property. He also referenced seeing a civilian-looking vehicle with lights, which Interim City Manager Lawson confirmed was an unmarked police car.

Commissioner Bass thanked the Interim City Manager for the report, noting it was helpful to receive biweekly updates in bullet-point format. She expressed appreciation for the progress being made and highlighted her excitement about the relaunch of Channel 77. She stated the channel would be especially beneficial for residents who are not active on social media, allowing them to easily stay informed about city events and updates.

Mayor Taylor asked about the status of the commercial truck enforcement unit. Interim City Manager Lawson said the Police Chief and Ms. Walker had developed a cost report, which would be brought back to the Commission.

Mayor Taylor asked about reviving or expanding the beautification and Urban Rangers programs. Interim City Manager Lawson said departmental restructuring was underway and she would speak with Vice Mayor Kelley.

Mayor Taylor raised concerns about security at Old City Hall and asked if fencing or cameras could be added. Interim City Manager Lawson said cameras are in place and more security measures would begin next month. Fencing the building is not permitted, but options for the courtyard are being explored.

Mayor Taylor urged staff to respond quickly to audit-related emails. Finance Director Gantt said a meeting was scheduled with Markham and the audit was on track to be submitted by June 30. Mayor Taylor said this would be the first on-time submission in over a decade and stressed the need to stay on track.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Commissioner Bass shared that the city is in its second week of a six-week partnership with the LOU Foundation, hosting the “Heal, Learn, Grow, and Love: Lotus Bloom Gathering” parent workshop series at Helen Miller Center on Tuesdays from 6 to 8 PM. She also invited everyone to attend the Father-Son, Father-Daughter Basketball Tournament on Saturday, June 14, from 10 AM to 3 PM at Sherbondy Park.

Commissioner Santiago thanked the Mayor and expressed excitement about the upcoming Fourth of July event, co-hosted with Commissioner Ervin. He appreciated the opportunity to post event signs at major city intersections and hoped all commissioners would have the same support for their events. He also praised the recent “Champs and Dominoes” event, co-hosted

with Commissioner Bass, noting its success and community enjoyment. He added that he and a colleague are planning a special summer initiative that will positively engage residents across the city.

Vice Mayor Kelley thanked Commissioner Ervin for the Memorial Day picnic and praised community events, including Meet Me Monday, the hurricane prep session, and Officer Ethan Brown's memorial. He promoted Juneteenth activities on June 20–21, including youth programs, food distribution, and a roundtable at Historic City Hall. He announced the Fishing with Fathers event would be postponed and encouraged attendance at the basketball tournament. He shared that the Clerk of Courts mobile unit would be at Helen Miller on June 18 and expressed continued support for Walking One Stop and city outreach efforts.

Mayor Taylor thanked Public Works and Beautification for quickly clearing drains during recent flooding, which helped reduce water buildup. He praised Youth Governance Day and recognized Cherish Nichols, a student from Miami Lakes Technical Center, for serving as Mayor for the Day. He urged residents to spread the word about open slots in the Summer Youth Program for ages 15–18. He announced the launch of "City Hall on Wheels" on June 17 from 5–6:30 p.m. on 17th Avenue, where departments will provide on-site services. He thanked the City Manager for the report and concluded his remarks.

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 7:39 PM.

[Minutes prepared by T. Baclawski, Prototype-Inc.]

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A COST OF EIGHT THOUSAND, ONE HUNDRED FORTY-ONE DOLLARS AND TWENTY-TWO CENTS (\$8,141.22) FOR STRUCTURAL PLANS PREVIOUSLY PREPARED BY M.C. HARRY & ASSOCIATES INC., AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROJECT AGREEMENT WITH M.C. HARRY & ASSOCIATES INC. FOR REMAINING ARCHITECTURAL SERVICES PERTAINING TO A 40-YEAR BUILDING CERTIFICATION OF HISTORIC CITY HALL, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") embarked on the restoration of the Opa-Locka Administration Building located at 777 Sharazad Boulevard within the City, also known as Historic City Hall; and

WHEREAS, the building had been abandoned for over eight years, following the last restoration effort in 2015. During the ongoing renovation, the Contractor and Architectural Firm encountered several unforeseen conditions that could not have been identified during the initial assessment or design development phase. These conditions necessitated additional work and associated costs to properly address the issues; and

WHEREAS, most remediation expenses were incorporated into existing contracts and have since been paid. However, one exception involved M.C. Harry & Associates Inc., the Architectural Firm, which was required to prepare additional structural plans at a cost of Eight Thousand, Eight Thousand, One Hundred Forty-One Dollars and Twenty-Two Cents (\$8,141.22). At the time, the City was unable to amend the firm's contract to account for this extra work because the master agreement for architectural and engineering services under which they were engaged had expired. The work has since been procured and M.C. Harry & Associates Inc. was one of the successful proposers; and

WHEREAS, City Administration is seeking the ratification of the Eight Thousand, Eight Thousand, One Hundred Forty-One Dollars and Twenty-Two Cents (\$8,141.22) expense and further seeks to enter into an agreement with M.C. Harry & Associates Inc. for the remaining services to complete the project; and

WHEREAS, the remaining architectural and engineering services necessary to complete the project include: Additional Structural Plans, Architectural Assessment, the 40-Year Building Certification (as required under the DOS Cultural Resources Grant

Agreement) and Additional Inspections and Project Closeout Documentation; and

WHEREAS, to fulfill the requirements of the Cultural Resources Grant, the City must obtain the 40-year Structural Certification for the building to secure the final One Hundred Twenty-Five Thousand Dollars (\$125,000.00) reimbursement portion of the Five Hundred Thousand Dollars (\$500,000.00) grant allocated to the project; and

WHEREAS, the Architectural Firm has submitted an estimated cost of Forty-Five Thousand Dollars (\$45,000.00) to perform these services, which includes the cost of Eight Thousand, Eight Hundred, One Hundred Forty-One Dollars and Twenty-Two Cents (\$8,141.22) for the previously performed structural plans; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to ratify the cost incurred for additional structural plans previously drafted by MC Harry Associates and enter into an agreement with M.C. Harry & Associates Inc. for the remaining services and expenses to complete the Historic City Hall Restoration Project, in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby ratifies the cost incurred for additional structural plans previously drafted by M.C. Harry & Associates Inc. and enter into an agreement with M.C. Harry & Associates Inc. for the remaining services and expenses to complete the Historic City Hall Restoration Project, in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and **ADOPTED** this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Division Manager:	Adelina Gross		Division Manager Signature:			
Interim City Manager:	Sha'mecca Lawson		ICM Signature:			
Commission Meeting Date:	06.25.2025	Item Type: (Enter X in box)	Resolution	Ordinance	Other	
			X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
	X					
				Public Hearing: (Enter X in box)	Yes	No
					X	X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
	X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
	X					
Sponsor Name	City Manager		Department:	Capital Improvements Program		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA RATIFYING \$8,140.42 OF STRUCTURAL PLANS PREVIOUSLY PREPARED BY MC HARRY ASSOCIATES, INC., AND TO AUTHORIZE THE INTERIM CITY MANAGER TO ENTER INTO A PROJECT AGREEMENT WITH MCHARRY ASSOCIATES, INC. FOR REMAINING ARCHITECTURAL SERVICES AND 40-YEAR BUILDING CERTIFICATION OF HISTORIC CITY HALL.

Staff Summary:

The City embarked on the restoration of the Opa-locka Administration Building located at 777 Sharazad Boulevard, also known as Historic City Hall. The building had been abandoned for over eight years, following the last restoration effort in 2015. During the ongoing renovation, the Contractor and Architectural Firm encountered several unforeseen conditions that could not have been identified during the initial assessment or design development phase. These conditions necessitated additional work and associated costs to properly address the issues.

Most remediation expenses were incorporated into existing contracts and have since been paid. However, one exception involved MC Harry Associates, Inc., the Architectural Firm, which was required to prepare additional structural plans at a cost of \$8,140.42. At the time, the City was unable to amend the firm’s contract to account for this extra work because the master agreement for architectural and engineering services under which they were engaged had expired. Efforts to execute a timely replacement agreement were delayed.

Additionally, to fulfill the requirements of the Cultural Resources Grant, the City must obtain a 40-year Structural Certification for the building. This certification is necessary to secure the final \$125,000 reimbursement portion of the \$500,000 grant allocated to the project.

Timeline of Events:

- **October 2, 2024:** The Capital Improvements Division initiated the first attempt to introduce a contract amendment item to the City Commission, submitting the agenda cover and backup documents for consideration.
- **October 23, 2024:** The item was scheduled for Commission review; however, during the internal legal review process, concerns were raised regarding contract clarity and scope.
- **December 4, 2024:** Following further evaluation and legal consultation, the City Attorney advised that any new professional services for the Historic City Hall project should be introduced only after executing a new CCNA (Consultants' Competitive Negotiation Act) Continuing Services Agreement.
- **April 2025:** The new CCNA agreement with M.C. Harry & Associates was executed, allowing the City to proceed with formalizing additional professional services for the completion of the Historic City Hall project, all required contract documentation was received by the end of April.
- **May 2025:** The item was submitted for review to be presented to the City Commission in June.

Staff are now requesting to enter into a contract with the Architectural Firm for the remaining architectural and engineering services necessary to complete the project. These services include:

- Additional Structural Plans
- Architectural Assessment
- 40-Year Building Certification (as required under the DOS Cultural Resources Grant Agreement)
- Additional Inspections and Project Closeout Documentation

The Architectural Firm has submitted an estimated cost of \$45,000 to perform these services.

Financial Impact: The Historic City Hall budget for this year is \$714,302 with \$528,738 encumbered and \$185,564 remaining available, sufficient to cover these additional services.

Proposed Action:

Staff recommend the City Commission ratify the expenditure of \$8,140.42 for structural plans developed by MC Harry Associates, Inc. to allow completion of the Historic City Hall and to authorize the Interim City Manager to enter into a project agreement with MC Harry Associates, Inc. for the remaining services, inspections, and certifications to close out the project and the associated grant agreement for final reimbursement.

Attachment:

1. Agenda
2. Specific Project Contract
3. M.C. Harry's Proposal for Additional Services and Certification

**PROJECT AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES
BETWEEN THE CITY OF OPA-LOCKA,
FLORIDA AND
M.C.HARRY & ASSOCIATES INC.**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2025 between the **CITY OF OPA-LOCKA, FLORIDA**, a Florida municipal corporation with its principal offices located at 780 Fisherman St, Opa-Locka, Florida 33054 (the "City"), and M.C.Harry & Associates Inc. a Florida profit corporation, (the "Consultant"), with its principal offices located at 11606 City Hall Promenade Suite 200, Miramar, FL 33025.

WITNESSED:

WHEREAS, on 01/22/2025, by the adoption of Resolution No. 25-008, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Engineering Services and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

WHEREAS, the Consultant responded to the City's Request for Letter of Interest Historic City Hall Project Additional Services ("RLOI"), and has been chosen by the City to provide Architectural and Engineering Services (the "Services") for Historic City Hall 40-Year Certification and Additional Architectural Services (the "Project" or the "Scope of Services") and the parties, through mutual negotiation, have agreed upon the Scope of Services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. Contract Documents

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement.

12 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment “A”**.

13 The Continuing Services Agreement dated 04/08/2025, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement.

14 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

15 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. The Work

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. Period of Service

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the “Contract Sum”) for performing the Services related to the Project shall be the fee of Four Thousand Eight-Hundred and Ninety-Five Dollars and Twenty Cents (\$4,895.20) specified in the Scope of Services request accepted by the City.

5. Payments

51 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

52 : The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

The Continuing Services Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the Continuing Services Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. Default:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. Anti-lobbying/No Contingent Fee:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. Warranties and Guarantees:

91 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

92 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. Binding Effect:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. Amendments and Modification:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. Merger; Amendment:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. Nonassignability:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

M.C.Harry & Associates Inc.
Lourdes Solera Principal
2780 SW Douglas Rd. Suite 302
Miami, FL 33133

Telephone: _____
Facsimile: _____

FOR CITY:

CITY OF OPA-LOCKA
Sha'mecca Lawson,
Interim City Manager
780 Fisherman Street
Opa-Locka, FL 33054
Telephone: 305-953-2868

With Copy to:

BURNADETTE NORRIS-WEEKS, P.A.
City Attorney
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. Severability: Waiver:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Other Provisions:

161 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

162 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

163 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

164 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

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. Upon completion of this Agreement, or in the event of termination by either party, and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein.

Consultant'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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@opalockafl.gov OR BY MAIL: City of Opa-Locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized- representatives the day and year written below.

FOR CITY:

ATTEST:

CITY OF OPA-LOCKA

Joanna Flores, City Clerk

By: _____
Sha'mecca Lawson
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Opa-Locka:

City Attorney
Burnadette Norris-Weeks, P.A.

FOR CONSULTANT:

WITNESS:

M.C.Harry & Associates Inc

By: _____

Print Name: _____

Print Name: _____

Date: _____

Corporate Seal:

May 7, 2025

Adelina Gross
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

email: agross@opalockafl.gov

Re: Rehabilitation of Historic Opa-locka Historic City Hall – Project Completion Extended
CA and Preparation and submission of 40-Year Building Structural Certification

As part of the ongoing restoration of the Historic Opa-locka City Hall located at 777 Sharazad Boulevard, MCHarry Associates, Inc. has continued to support the City through evolving project requirements and unforeseen field conditions. As you are aware, our firm previously provided supplemental structural plans to address unexpected conditions discovered during construction, at a cost of \$8,141.22. At the time, due to the expiration of the City's CCNA agreement, this work could not be formally added to our existing contract.

Following execution of a new CCNA agreement in April 2025, we understand the City is now in a position to finalize an agreement for the remaining architectural and engineering services required to complete the project and meet the closeout requirements of the Department of State (DOS) Cultural Resources Grant.

To support the City's efforts and ensure full compliance with grant conditions, MCHarry Associates proposes to perform the following additional services:

Final structural and architectural coordination

Comprehensive architectural assessment

Preparation and submission of 40-Year Building Structural Certification

Construction administration, final inspections, and project closeout documentation

The total cost for these services—including the previously completed \$8,140.42—is proposed as a lump sum not to exceed \$45,000. We will invoice accordingly for the balance of services rendered upon execution of the new agreement.

We remain committed to the successful and timely completion of this important project and are ready to proceed upon your authorization,

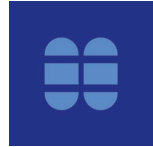
Sincerely,

**MCHARRYASSOCIATES**

Lourdes Solera, FAIA
Principal

Invoice

M.C. Harry and Associates, Inc.
Architecture . Planning . Interiors
2780 SW Douglas Road, Suite 302
Miami, Florida 33133
O: (305) 445-3765



Adelina Gross
Project Manager
City of Opa-Locka
780 Fisherman Street
Opa-locka, FL 33054

December 11, 2024
Invoice No: 11
Client Proj No:
Client PO No:

Project ----- OPALOCKA 2021 ----- Opa-locka City Hall 2021 Restoration -----

00 BASIC SERVICES

Fee

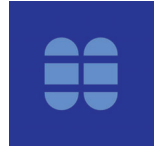
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Basic Services					
50% Construction Documents	25,300.00	100.00	25,300.00	25,300.00	0.00
100% Construction Documents	25,300.00	100.00	25,300.00	25,300.00	0.00
Permitting	10,300.00	100.00	10,300.00	10,300.00	0.00
Bidding	10,000.00	100.00	10,000.00	10,000.00	0.00
Construction Administration	30,350.00	100.00	30,350.00	30,350.00	0.00
Total Basic Services	101,250.00		101,250.00	101,250.00	0.00
Additional Services					
Extended Construction Administration	14,263.89	100.00	14,263.89	14,263.89	0.00
Extended CA #2	18,762.12	100.00	18,762.12	15,009.70	3,752.42
AS02 Tower Connection	3,750.00	100.00	3,750.00	3,750.00	0.00
AS03 Bridge Replacement	8,750.00	100.00	8,750.00	8,750.00	0.00
Total Additional Services	45,526.01		45,526.01	41,773.59	3,752.42
Reimbursable					
AS01GBTS Mold and Mildew Testing	1,750.00	100.00	1,750.00	1,750.00	0.00
Total Reimbursable	1,750.00		1,750.00	1,750.00	0.00
Total Fee	148,526.01		148,526.01	144,773.59	3,752.42
Total Fee					3,752.42
Subtotal Fee this Section					\$3,752.42
TOTAL DUE THIS INVOICE					\$3,752.42

Submitted by: _____

Lourdes Solera

Invoice

M.C. Harry and Associates, Inc.
Architecture . Planning . Interiors
2780 SW Douglas Road, Suite 302
Miami, Florida 33133
O: (305) 445-3765



Adelina Gross
Project Manager
City of Opa-Locka
780 Fisherman Street
Opa-locka, FL 33054

December 11, 2024
Invoice No: 12
Client Proj No:
Client PO No:

Project ----- OPALOCKA 2021 ----- Opa-locka City Hall 2021 Restoration -----

00 BASIC SERVICES

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Basic Services					
50% Construction Documents	25,300.00	100.00	25,300.00	25,300.00	0.00
100% Construction Documents	25,300.00	100.00	25,300.00	25,300.00	0.00
Permitting	10,300.00	100.00	10,300.00	10,300.00	0.00
Bidding	10,000.00	100.00	10,000.00	10,000.00	0.00
Construction Administration	30,350.00	100.00	30,350.00	30,350.00	0.00
Total Basic Services	101,250.00		101,250.00	101,250.00	0.00
Additional Services					
Extended Construction Administration	14,263.89	100.00	14,263.89	14,263.89	0.00
Extended CA #2	18,762.12	100.00	18,762.12	18,762.12	0.00
Extended CA #3	6,583.20	66.6667	4,388.80	0.00	4,388.80
AS02 Tower Connection	3,750.00	100.00	3,750.00	3,750.00	0.00
AS03 Bridge Replacement	8,750.00	100.00	8,750.00	8,750.00	0.00
Total Additional Services	52,109.21		49,914.81	45,526.01	4,388.80
Reimbursable					
AS01GBTS Mold and Mildew Testing	1,750.00	100.00	1,750.00	1,750.00	0.00
Total Reimbursable	1,750.00		1,750.00	1,750.00	0.00
Total Fee	155,109.21		152,914.81	148,526.01	4,388.80
Total Fee					4,388.80
Subtotal Fee this Section					\$4,388.80
TOTAL DUE THIS INVOICE					\$4,388.80

Submitted by: _____

Lourdes Solera

June 18, 2025

Adelina Gross
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

email: agross@opalockafl.gov

Re: Proposal for Remaining Architectural Services, Inspections, and 40-Year Certification

As part of our continued commitment to support the City of Opa-locka in the successful completion of the Historic City Hall rehabilitation project, MCHarry Associates, Inc. is pleased to submit this formal proposal for the remaining closeout services required under the Department of State Cultural Resources Grant.

Scope of Services:

M.C. Harry Associates will provide the following professional services:

1. **Final Structural and Architectural Coordination**
2. **Comprehensive Architectural Assessment**
3. **Preparation and Submission of the 40-Year Building Structural Certification**
4. **Construction Administration Support (CA), Final Inspections, and Project Closeout Documentation**

These services will ensure the City's full compliance with the grant conditions necessary to secure the remaining reimbursement from the DOS Cultural Resources Grant.

Fee Proposal:

The total cost for the services listed above is proposed as a **lump sum not to exceed \$36,858.78**, based on the following:

- **Construction Administration Hourly Rate:** \$109.72
- **Estimated Level of Effort:** Allocated based on necessary coordination, inspections, and certification support
- **Deliverables:** All documents and forms required for project closeout and certification submittal

Billing and Timeline:

Invoices will be issued based on progress and deliverables submitted. Work will commence upon receipt of a **fully executed agreement and Notice to Proceed from the City**.

We appreciate the opportunity to continue assisting the City of Opa-locka with this meaningful historic preservation effort and stand ready to begin upon your authorization.

Sincerely,



MCHARRYASSOCIATES

Lourdes Solera, FAIA
Principal

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A GRANT APPLICATION SUBMISSION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE 2025 SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City of Opa-Locka Interim City Manager seeks authorization to submit a grant application for the Fiscal Year 2025 Safe Streets and Roads for All (SS4A) Implementation Grant. Building upon the City of Opa-Locka's adopted Comprehensive Safety Action Plan (CSAP) and Vision Zero goals, this application proposes the implementation of fifty-six (56) safety-focused infrastructure projects, including fifty-three (53) traffic calming treatments and three (3) intersection improvements; and

WHEREAS, the proposed projects for the grant are concentrated in high-injury corridors and underserved communities and are designed to reduce traffic fatalities and serious injuries through proven safety countermeasures such as raised crosswalks, curb extensions, Americans with Disabilities Act (ADA) ramps, and signal upgrades. These projects directly align with Federal SS4A program criteria and the City of Opa-Locka's adopted Complete Streets Ordinance No. 2025-12; and

WHEREAS, if awarded, this will be a \$2.5 million project which will extend for up to a five-year period to facilitate funding. With a twenty percent (20%) project match requirement, Two Million Dollars (\$2,000,000.00) of grant funding would be received, with the City of Opa-Locka ("City") required to provide \$0.5 million in matching funds over the life of the project. Funding will include One Hundred Sixty Thousand Six Hundred Six Dollars and Ninety-Five Cents (\$160,606.95) for updates to the CSAP and monitoring tools, and over \$2.3 million for design and implementation; and

WHEREAS, the grant submission will further the City's commitment to transportation equity, improve safety conditions for vulnerable road users, and support the long-term goal of eliminating traffic deaths and serious injuries by 2030; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize submission of the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby authorizes the submission of the grant application to the United States Department of Transportation for a grant for the Safe Streets and Roads For All (SS4A) Implementation Grant Program, attached hereto as Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



**City of Opa-locka
Agenda Cover Memo**

Division Manager:	Adelina Gross		Division Manager Signature:				
Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	June 25, 2025		Item Type: (Enter X in the box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in the box)	Yes	No	Yes	No
					X		X
Funding Source: Account#: 44-538638	(Enter Fund & Dept.) CIP-Safe Neighborhood		Advertising Requirement: (Enter X in the box)	Yes		No	
						X	
Contract/P.O. Required: N/A Grant Submission	Yes	No	RFP/RFQ/Bid#: N/A – Continuing Consultant Services (CCNA)	N/A			
	X						
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area: Enhance Organization ☐ Bus. & Economic Development ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: Enhance pedestrian and traffic safety in priority corridors; implement short-term and long-term safety upgrades in high-injury locations.			
	X						
Sponsor Name:	City Manager		Department:	Capital Improvements Program			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE SUBMISSION OF THE 2025 SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT APPLICATION.

Staff Summary:

Staff seeks authorization to submit a grant application for the FY 2025 Safe Streets and Roads for All (SS4A) Implementation Grant. Building upon the City's adopted Comprehensive Safety Action Plan (CSAP) and Vision Zero goals, this application proposes the implementation of 56 safety-focused infrastructure projects, including 53 traffic calming treatments and 3 intersection improvements.

The proposed projects are concentrated in high-injury corridors and underserved communities and are designed to reduce traffic fatalities and serious injuries through proven safety countermeasures such as raised crosswalks, curb extensions, ADA ramps, and signal upgrades. These projects directly align with Federal SS4A program criteria and the City's adopted Complete Streets Ordinance No. 2025-12.

If awarded, this will be a \$2.5 million project which will extend for up to a five-year period to facilitate funding. With a 20% project match requirement, \$2.0 million of grant funding would be received, with the City required to provide \$0.5 million in matching funds over the life of the project. Funding will include \$160,606.95 for updates to the CSAP and monitoring tools, and over \$2.3 million for design and implementation.

This grant submission will further the City's commitment to transportation equity, improve safety conditions for vulnerable road users, and support the long-term goal of eliminating traffic deaths and serious injuries by 2030.

Financial Impact: Since it is unknown as to whether the City will receive this grant, this project won't be included in the proposed FY 26 Budget. If the City does receive this grant, it will be brought into the budget at that time with a budget amendment. It is estimated that the City's funding responsibility in FY 26 would be in the range of \$75,000.

Proposed Action:

Staff recommends City Commission approval to submit the FY 2025 SS4A Implementation Grant Application and authorize the Interim City Manager to take any necessary actions to complete and transmit the application and associated documentation.

Attachment(s):

SS4A FY 2025 Grant Narrative
Proposed Project List and Budget
Letters of Support
CSAP Summary and Traffic Calming Report
Self-Certification Worksheet

City of Opa-locka

SAFE STREETS AND ROADS FOR ALL (SS4A)

IMPLEMENTATION GRANT APPLICATION



THE CITY OF
OPA-LOCKA
FLORIDA

**VISION
ZERO**

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1. OVERVIEW

The City of Opa-locka is dedicated to enhancing street safety for all road users, ensuring that streets are safer and more accessible for drivers, pedestrians, cyclists, and transit users. Through its Vision Zero initiative, the city is working toward the goal of eliminating traffic fatalities and serious injuries by 2030, creating a safer, more connected community. To support this vision, Opa-locka developed a Comprehensive Safety Action Plan (CSAP) in 2024, funded through a FY 2022 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant. The plan outlines key strategies to address safety concerns, enhance infrastructure, and improve mobility throughout the city. As part of its ongoing commitment to street safety, Opa-locka has allocated \$805,000 for FY 2026 to accelerate quick-build projects identified in the CSAP and incorporated into the Capital Improvement Plan (CIP).

Despite these efforts, two pedestrian fatalities reported earlier this year (*see Appendix A*) highlight ongoing risks, particularly for those walking and biking. Speeding and failure to yield remain leading crash factors, consistent with national trends. Looking ahead, Opa-locka's FY 2025 SS4A grant assistance application proposal aims to implement proven safety countermeasures in areas of persistent poverty and underserved communities. The proposal aligns with community-supported initiatives, including the Traffic Calming Report, Railroad Incident Reports analysis, and Neighborhood Access Report, developed as part of the supplemental safety analysis for the CSAP. By prioritizing cost-effective, high-impact safety improvements, the city seeks to reduce crash risks and improve mobility for vulnerable road users.

To further strengthen safety initiatives, the city plans to dedicate a portion of the funding toward enhancing its existing CSAP, with a strong emphasis on project monitoring and evaluation. Additionally, efforts will focus on improving post-crash care and developing a user-friendly dashboard to keep residents informed about project progress.

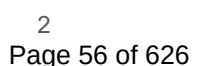
Through Vision Zero, Opa-locka is actively working to transform its streets into safer spaces for all. The SS4A grant presents an opportunity to advance targeted street safety projects, expanding transportation options and fostering safe travel throughout the city. Community engagement remains a cornerstone of these efforts, ensuring that resident input shapes future transportation improvements. Continued collaboration between city leadership, stakeholders, and the public will be key to achieving lasting street safety enhancements.

2. LOCATION

Project locations were selected based on identified safety needs and aligned with Opa-locka's CSAP. **Figure 1** highlights designated areas for transportation investments, with the light green layer identifying communities requiring infrastructure improvements, as outlined in the FY2025 SS4A Notice of Funding Opportunity (NOFO).

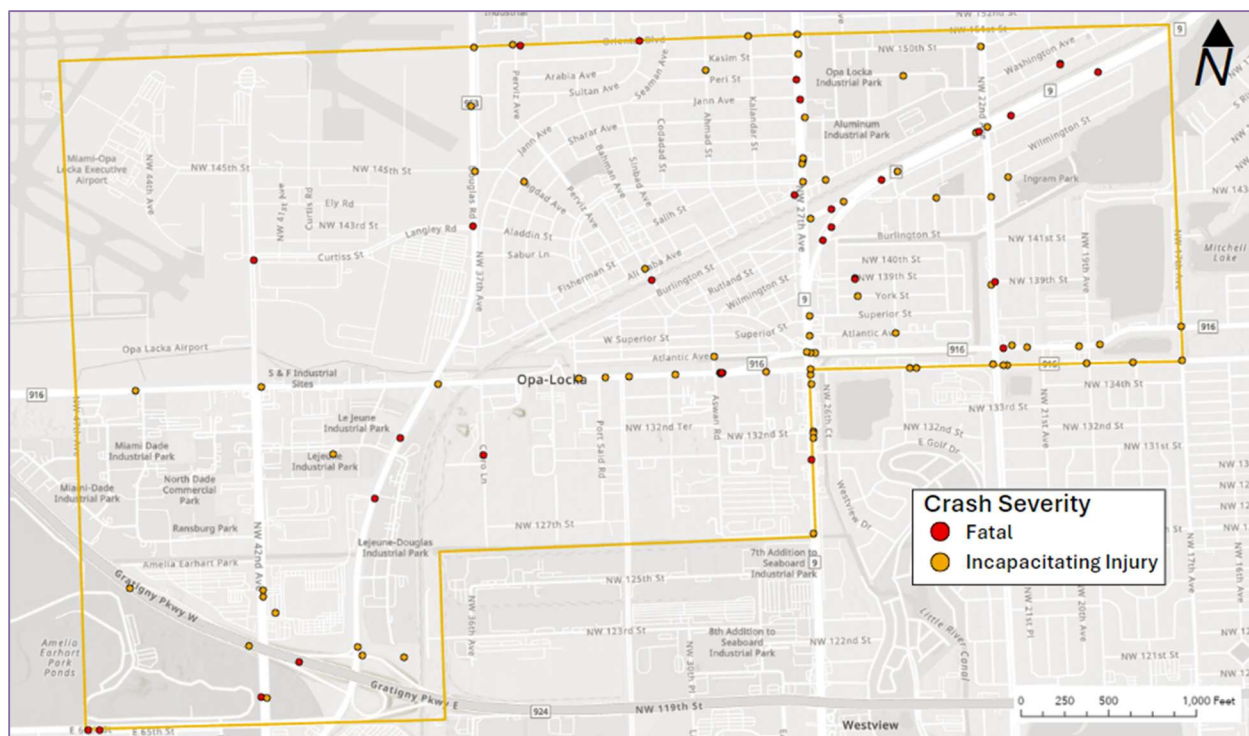
These locations have been prioritized for road safety, accessibility, and mobility enhancements, addressing long-standing transportation challenges. The orange lines represent local roadways under city jurisdiction near these areas, where proposed safety improvements will be implemented. Many of these corridors serve as key connectors, linking residents to schools, businesses, transit stops, and essential services. Orange crosses indicate high-injury intersections, where upgrades have been prioritized to reduce crash risks and improve traffic flow.

Figure 1: City of Opa-locka Proposed Projects Location



of this application, the focus will remain on city-owned and maintained roadways, where targeted improvements can be implemented more directly.

Figure 2: City of Opa-locka Fatality and Severe Injury Crashes



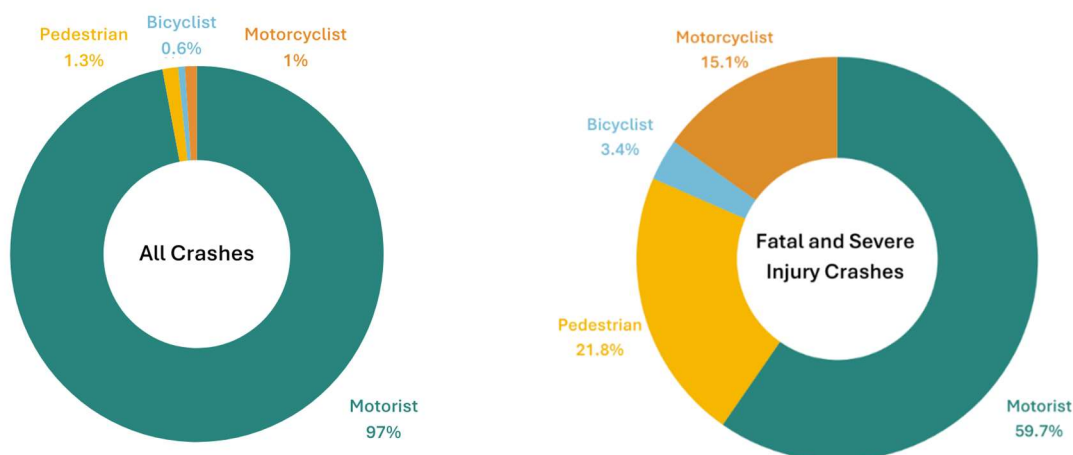
Crash data indicates that pedestrians, bicyclists, and motorcyclists in Opa-locka face a significantly higher risk of fatal or severe injuries compared to vehicle occupants. As shown in **Figure 3**, although pedestrians account for just 1.3% of all crashes, they represent 21.8% of fatal or serious injury collisions. Similarly, motorcyclists, involved in only 1% of crashes, make up 15.1% of fatal or severe injury cases, while bicyclists, comprising 0.6% of crashes, account for 3.4% of such incidents. In contrast, collisions involving only passenger vehicles make up 97% of all reported crashes, yet result in 59.7% of fatal or serious injuries, underscoring the disproportionate risks faced by vulnerable road users.

Crash analysis reveals that certain driving behaviors are consistently linked to crashes across the city. Understanding these patterns allows Opa-locka to take targeted steps toward reducing traffic-related injuries and fatalities by implementing strategies that address the most dangerous behaviors on the road. **Figure 4** highlights the five leading contributing factors to crashes in Opa-locka during the study period (2018–2023), providing insight into the behaviors that require immediate attention and intervention. By focusing on these factors, the city can develop effective safety measures to improve overall roadway conditions and minimize risks for all users.

The Miami-Dade County Vision Zero Plan provides a comparative analysis of crash-contributing factors across municipalities. Among these factors, aggressive driving accounts for 7.8% of crashes countywide, but Opa-locka has the highest rate in the county, with 28% of crashes linked to aggressive driving.

Additionally, the *Florida Highway Safety and Motor Vehicles' Traffic Crash Facts 2022 Annual Report* highlights speeding, often combined with aggressive driving, as the leading cause of fatal and incapacitating crashes statewide. In 2022 alone, excessive speed was responsible for 223 fatalities and 456 severe injuries, reinforcing the need for stronger traffic safety measures.

Figure 3: Crash Breakdown of All Incidents by Vulnerable User



Source: Signal 4 Analytics

Figure 4: Top Five Dangerous Contributing Factors of All Crashes in Opa-locka

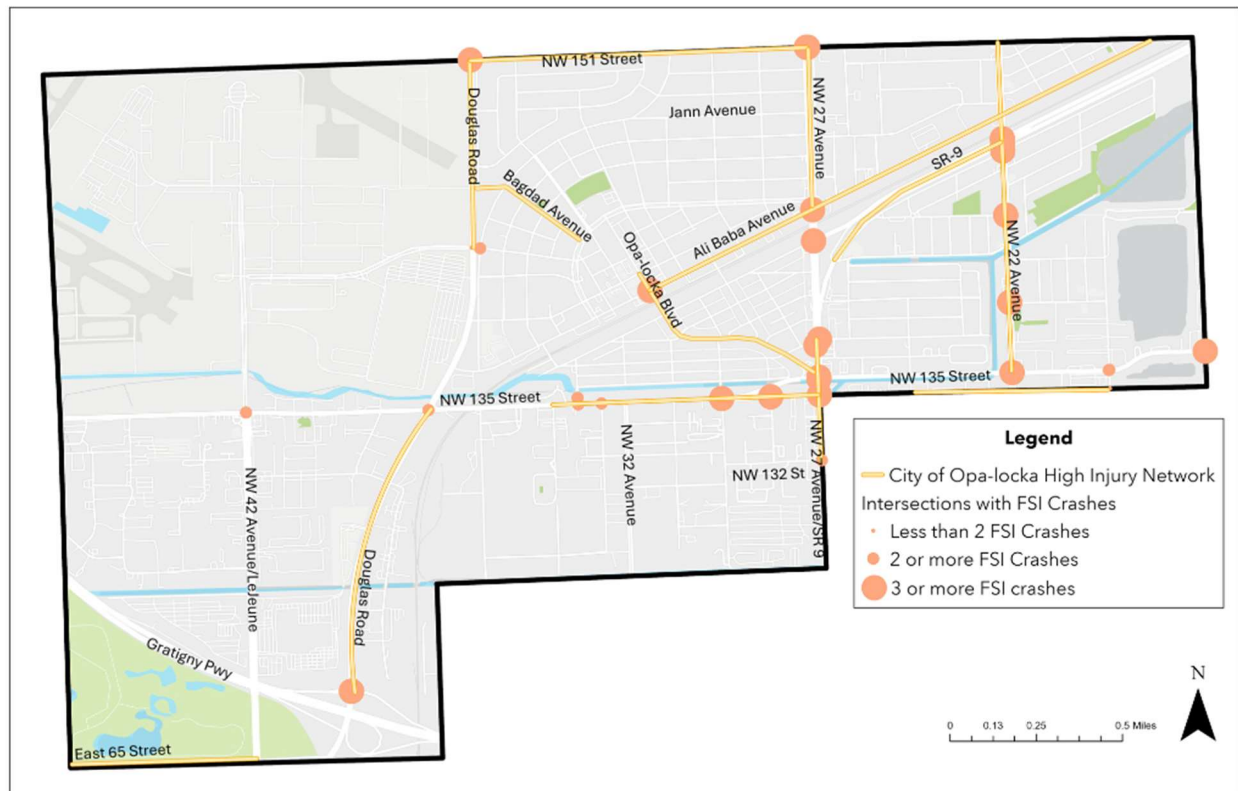


Source: Signal Four Analytics and FHWA Safety Toolkit

Figure 5 illustrates the city's high-injury network and intersection clusters, pinpointing locations with the highest concentration of crashes. These areas are critical hotspots where safety interventions can help reduce severe and fatal collisions. Within the proposed project scope, three local roads have been identified for targeted improvements: Bagdad Avenue, Opa-locka Boulevard, and Ali Baba Avenue.

These corridors experience high traffic volumes and safety concerns, making them priority locations for roadway upgrades. As vital connections between residential and commercial areas, they require improvements such as pedestrian safety measures, speed management strategies, and intersection enhancements. Beyond these local roads, the remaining streets within the study area fall under State or County jurisdiction, requiring separate coordination for potential safety improvements.

Figure 5: City of Opa-locka High Injury Network and Intersection Clusters



As part of the Comprehensive Safety Action Plan (CSAP) development, the city conducted an additional proactive safety analysis to review existing traffic calming infrastructure across local roads, as shown in **Figure 6**. To support this analysis, data collection on site was carried out on Wednesday, September 6, 2024, between 10:00 a.m. and 12:00 p.m., using ArcGIS Survey123, a specialized tool for efficient field data gathering. This method ensured the data was accurate and up to date, providing a strong foundation for enhancing traffic calming measures and improving overall roadway safety.

Currently, only six roads within Opa-locka’s jurisdiction feature traffic calming infrastructure, yet these installations are in deteriorating condition. The proposed projects aim to revitalize and expand these features, making streets safer, more navigable, and better equipped to support neighborhood safety efforts throughout the city. **It is worthwhile noting that all the proposed projects are included and described in the city’s CSAP.**

Figure 6: City of Opa-locka Existing Traffic Calming Infrastructure



B. Safety Impact:

Opa-locka's streets tell a story, a story of movement, of neighborhoods connected by roads that carry families to schools, workers to jobs, and friends to gatherings. Yet, for years, these same roads have also carried risk. Pedestrians, cyclists, and motorcyclists face dangers far greater than those inside cars, exposed to the unpredictability of speeding vehicles and intersections where right-of-way can mean the difference between a routine walk and a life-altering collision.

The city's major roadways such as SR-9, NW 27 Avenue, and NW 22 Avenue have unintentionally put the most vulnerable travelers at risk. Walking along these streets is not just about reaching a destination; it is about navigating blind spots, calculating crossing times, and hoping that the drivers rushing past will respect pedestrian space. Local roadways such as Ali Baba Avenue, Jann Avenue, and Bagdad Avenue have significant safety challenges and affect vulnerable road users.

With potential funding to implement projects, Opa-locka will continue its focus from speed to safety, from throughput to thoughtful design. Traffic calming measures are central to this transformation, introducing solutions that make streets safer for everyone. Raised crosswalks slow vehicles at critical crossings, curb extensions shorten crossing distances and improve pedestrian visibility, refuge islands provide safe stopping points on multi-lane roads, and reduced lane widths help moderate vehicle speeds.

Every new safety measure represents a step toward a different city, one where a walk to the corner store or a bike ride to the nearest transit stop or commuter train station is safer and more predictable. Bagdad Avenue, Opa-locka Boulevard, and Ali Baba Avenue stand at the forefront

of these efforts, identified for critical improvements based on their traffic volumes and documented safety concerns. These corridors are essential links in the city’s transportation network, serving both residential and commercial areas. Here, street upgrades go beyond pavement and paint—they are intentional interventions designed to reduce risks, improve roadway conditions, and protect lives.

The findings from the CSAP, the Traffic Calming Analysis Report, and the Railroad Crossings Analysis reinforce the urgency of these changes. High-injury intersections, mapped in **Figure 5**, reveal clear links between speeding, lane width, and crash frequency. The data supports what residents already know: certain roads are simply too dangerous in their current state. That is why Opa-locka is taking control of its transportation future by expanding and improving traffic calming features throughout the city to improve pedestrian and bicycle, while helping to balance traffic flow.

Table 1 provides a comprehensive overview of the SS4A-planned safety treatments aimed at addressing systemic crash patterns in Opa-locka. Each proposed improvement is strategically focused on local streets with the highest rates of injuries, severe injuries, and fatal collisions, particularly within underserved communities. These treatments are designed to mitigate risk, enhance visibility, and create safer roadway conditions for all travelers.

The plan outlines a total of 56 proposed projects, with 53 focused on traffic calming measures across 15.58 miles of local roads maintained and operated by the city. If awarded, this initiative will enhance safety and accessibility on approximately 30% of Opa-locka’s roadway network. While the majority of roads within the High Injury Network (HIN) fall under State and County jurisdiction, prioritizing local roads within the HIN was a key focus of this effort. Targeted safety interventions have been identified for high-risk corridors such as Bagdad Avenue, Opa-locka Boulevard, and Ali Baba Avenue to address critical traffic concerns and improve roadway conditions.

Additionally, the plan includes three intersection improvement projects aimed at enhancing safety and traffic flow at key locations: Jann Avenue and Seaman Avenue, Jann Avenue and Bagdad Avenue, and Ali Baba Avenue and NW 24 Court. These upgrades will contribute to a more secure and efficient transportation environment for all road users.

Table 1: List of Proposed Projects

No.	Project Type	Project Location	From	To
1	Traffic Calming	Opa-locka Boulevard	Sharazad Boulevard	NW 136 Street
2	Traffic Calming	Dunad Avenue	Perviz Avenue	Ali Baba Avenue
3	Traffic Calming	Bagdad Avenue	Jann Avenue	Sharazad Boulevard
4	Traffic Calming	Sharar Avenue	Perviz Avenue	Fisherman Street
5	Traffic Calming	Fisherman Street	NW 37 Avenue	Sharazad Boulevard
6	Traffic Calming	Sabur Lane	Sharazad Boulevard	NW 37 Avenue
7	Traffic Calming	Jann Avenue	Perviz Avenue	Fisherman Street
8	Traffic Calming	Beder Street	Sesame Street	NW 37 Avenue
9	Traffic Calming	Aladdin Street	Sharazad Boulevard	NW 37 Avenue
10	Traffic Calming	Sesame Street	Aladdin Street	Beder Street
11	Traffic Calming	Sharar Avenue	NW 27 Avenue	Perviz Avenue

No.	Project Type	Project Location	From	To
12	Traffic Calming	Codadad Street	Jann Avenue	Sharazad Boulevard
13	Traffic Calming	Dunad Avenue	Jann Avenue	NW 27 Avenue
14	Traffic Calming	Jann Avenue	Perviz Avenue	NW 27 Avenue
15	Traffic Calming	Bahman Avenue	Jann Avenue	Sharazad Boulevard
16	Traffic Calming	Ahmad Street	Oriental Boulevard	Sharazad Boulevard
17	Traffic Calming	Kasim Street	Seaman Avenue	NW 27 Avenue
18	Traffic Calming	Kalandar Street	Oriental Boulevard	Sharazad Boulevard
19	Traffic Calming	Peri Street	Seaman Avenue	NW 27 Avenue
20	Traffic Calming	Seaman Avenue	Oriental Boulevard	Jann Avenue
21	Traffic Calming	Julnar Avenue	Sultan Avenue	Peri Street
22	Traffic Calming	Sultan Avenue	Perviz Avenue	Oriental Boulevard
23	Traffic Calming	Harem Avenue	Perviz Avenue	Sultan Avenue
24	Traffic Calming	Bahman Avenue	Arabia Avenue	Jann Avenue
25	Traffic Calming	Arabia Avenue	Perviz Avenue	Curtiss Drive
26	Traffic Calming	Curtiss Drive	Perviz Avenue	Sultan Avenue
27	Traffic Calming	Curtiss Drive	Perviz Avenue	Harem Avenue
28	Traffic Calming	Harem Avenue	Douglas Road	Perviz Avenue
29	Traffic Calming	NW 27 Avenue	Superior Street	NW 26 Avenue
30	Traffic Calming	York Street	NW 26 Avenue	NW 23 Avenue
31	Traffic Calming	NW 139 Street	NW 26 Avenue	NW 23 Avenue
32	Traffic Calming	NW 140 Street	NW 26 Avenue	NW 23 Avenue
33	Traffic Calming	NW 23 Avenue	Superior Street	NW 141 Street
34	Traffic Calming	NW 24 Avenue	NW 139 Street	Superior Street
35	Traffic Calming	Atlantic Avenue	NW 27 Avenue	NW 135 Terrace
36	Traffic Calming	NW 23 Avenue	NW 136 Street	Superior Street
37	Traffic Calming	NW 24 Avenue	Burlington Street	NW 143 Street
38	Traffic Calming	NW 23 Place	Burlington Street	NW 143 Street
39	Traffic Calming	NW 23 Court	Burlington Street	NW 143 Street
40	Traffic Calming	NW 22 Place	Burlington Street	NW 143 Street
41	Traffic Calming	NW 22 Court	Burlington Street	NW 143 Street
42	Traffic Calming	NW 143 Street	NW 143 Street	NW 22 Avenue
43	Traffic Calming	Rutland Street	Rutland Street	NW 22 Avenue
44	Traffic Calming	NW 23 Avenue	Service Road	Rutland Street
45	Traffic Calming	NW 143 Street	Service Road	NW 143 Street
46	Traffic Calming	NW 24 Avenue	Service Road	NW 143 Street
47	Traffic Calming	Service Road	Burlington Street	NW 22 Avenue
48	Traffic Calming	Wilmington Street	NW 22 Avenue	NW 22 Avenue
49	Traffic Calming	Service Road	NW 18 Avenue	NW 22 Avenue
50	Traffic Calming	NW 20 Avenue	York Street	Service Road
51	Traffic Calming	York Street	NW 22 Avenue	NW 20 Avenue
52	Traffic Calming	Burlington Street	NW 22 Avenue	SW 19 Court
53	Traffic Calming	NW 21 Court	York Street	Wilmington Street

No.	Project Type	Project Location	From	To
54	Intersection	Jann Avenue and Seaman Avenue		
55	Intersection	Jann Avenue and Bagdad Avenue		
56	Intersection	Ali Baba Avenue and NW 24 Court		

Low Cost and High Impact Projects: Opa-locka requires urgent funding assistance to advance the implementation of its proposed safety projects. While the city has already secured budget to support quick-build improvements for FY 2026 as part of its CIP, further financial resources are necessary to support comprehensive safety upgrades across its transportation network. To bridge this funding gap, Opa-locka will be requesting additional appropriations through the Miami-Dade County PTP half-penny charter county sales surtax in the next funding appropriation cycle. This will support further implementation of recommended safety improvements outlined in the CSAP. Additionally, through this SS4A grant assistance funding application, the city is also seeking funding for projects detailed in **Table 1**, further reinforcing its commitment to targeted infrastructure upgrades that address critical safety concerns. The following budget summary, detailed in **Table 2**, outlines the financial requirements needed to execute these projects effectively and advance Opa-locka's transportation safety and mobility goals.

Table 2: Proposed Projects and Cost

Treatment Type	Planning Level Estimated Cost	Percentage
Traffic Calming such as raised crosswalks, speed humps, and curb extensions	\$2,290,677.37	98%
Intersection Improvements	\$48,715.68	2%

Traffic calming and intersection improvement costs were estimated using GIS technology to measure roadway distances and establish accurate projections. Budget allocations were structured to account for critical components of implementation. Planning and engineering costs were set at 15%, while construction, engineering, and inspection expenses were allocated 12%. To accommodate utility adjustments, 15% was designated for utility relocation.

Additional factors were incorporated to enhance urban design. Landscape improvements received 10%, while hardscape and streetscape enhancements were allocated another 10%. To address unforeseen challenges, a 20% contingency was included. All cost estimates are derived from FDOT Item Average Unit Cost data for Area 13, encompassing Miami-Dade and Monroe Counties, for the period September 1, 2023, to August 31, 2024. This approach ensured alignment with standard industry pricing, providing a structured financial framework to support planned roadway safety improvements.

Proven Countermeasures and Complete Streets: In Opa-locka, high-speed travel along arterial streets has contributed to 35% of serious injury and fatal pedestrian collisions, with many incidents occurring between intersections. To address these safety concerns, the city has identified targeted countermeasures to improve pedestrian safety on 6 miles of arterial roadways, where elevated speeds and significant risk factors make walking conditions hazardous.

- **Local and Collector Traffic Calming Treatments:** Additionally, local and collector streets, spanning 15 miles, have been prioritized for traffic calming improvements. These corridors experience 85th percentile speeds exceeding posted limits by 5–15 mph, making speed

management essential to reducing crash risks. All proposed traffic calming locations part of this grant funding assistance application are situated within underserved communities and on the High Injury Network, ensuring resources are directed where they are most needed. Key interventions include:

- **Speed humps**, proven to slow vehicles and reduce crashes by 40–50%.
 - **Curb extensions**, which improve pedestrian visibility, lower vehicle turning speeds, and minimize pedestrian exposure.
 - **Raised medians**, reducing overall collision rates by up to 39%.
 - **Raised crosswalks**, enhancing pedestrian safety by slowing vehicles and reducing pedestrian-related crashes by 46%.
- **Commitment to Safer Streets:** By prioritizing these traffic calming and pedestrian safety enhancements, Opa-locka is working to establish a safer, more navigable roadway network, particularly for vulnerable road users in the city’s most at-risk communities. Additionally, the city has recently passed Ordinance No. 2025-12 (*see Appendix D for reference*), supporting the establishment of a Complete Streets policy. The city will pursue for additional funding to develop a Complete Streets Master Plan through the Miami-Dade Transportation Planning Organization Municipal Grant Program for FY2026.

Safe Systems Approach: Opa-locka’s Vision Zero strategy is fully aligned with the National Roadway Safety Strategy, incorporating the Safe System approach, which focuses on three core principles: safer people, safer speeds, and safer roads. Building on previous traffic safety initiatives, the proposed treatments part of this grant assistance application target high-speed arterial and local corridors, where additional calming measures are essential. The plan introduces raised intersections, medians, crosswalks, and curb extensions to reduce conflicts and enhance roadway safety. By emphasizing Safe Roads and Safe Speeds, the strategy prioritizes street design improvements that lower vehicle speeds, minimize risk, and enhance mobility for vulnerable residents, particularly in underserved communities where pedestrian safety is a pressing concern.

C. Engagement and Collaboration

Opa-locka’s investment efforts are heavily focused on underserved communities, with approximately 80% of grant assistance funding allocated to these areas. This approach aligns with high-risk locations experiencing the highest rates of fatal and serious injury collisions, a priority identified through community engagement efforts and verified data analysis.

To supplement this data-driven approach, the city utilized the public comments map developed during the CSAP process. This tool helped identify intersections and street segments that were previously unrecognized in desktop reviews, ensuring a more comprehensive assessment of priority areas. Beyond these critical zones, the city is also implementing strategic improvements to key connectors and destinations that serve these communities, enhancing broader accessibility and safety.

Targeted Safety Investments: Using the underserved communities metrics set forth in the FY2025 SS4A NOFO, the city prioritized projects in census tracts 5.03, 5.04, and 5.05, which include areas facing significant economic challenges and high demographic diversity. Many of these neighborhoods have long been flagged by city staff, the Opa-locka Police Department, and non-profit organizations such as Ten North Group, as needing safety improvements. The city’s Vision

Zero efforts have garnered strong stakeholder support, with many participants actively contributing to the action planning task force, engaging in roadway safety initiatives, and reinforcing these commitments through formal letters of support, available in *Appendix D*. Their collaboration has played a key role in shaping the city's approach to traffic safety improvements, ensuring alignment with community needs and long-term transportation goals.

Public Engagement in Project Implementation: Opa-locka prioritizes community engagement throughout the implementation of traffic calming improvements to ensure transparency and public involvement. Before construction begins, residents will receive notices detailing project scope and timelines. The city will host workshops and Commission meetings to share updates, gather feedback, and incorporate local input into the final design. During construction, regular updates on road closures and progress will be provided through emails and social media to minimize disruptions. After completion, the city will organize events to celebrate improvements and acknowledge community contributions. This approach fosters an inclusive, transparent process that enhances safety and connectivity across Opa-locka.

Advancing Safety Through Collaboration: Ongoing collaboration with partner agencies has reinforced the importance of a coordinated approach to roadway safety, driving city leadership to adopt design-driven interventions aligned with the Safe System approach. Building on these partnerships, Opa-locka will pursue for additional funding to update the CSAP with a focus on enhanced monitoring of safety countermeasures to evaluate effectiveness, stronger interagency collaboration to streamline implementation, greater transparency in progress tracking to ensure long-term success in reducing roadway risks (*See Section D – Supplemental Planning*).

As part of this effort, the Opa-locka Police Department has remained actively engaged in community events and task force meetings. During one such meeting, an officer highlighted key pedestrian and bicycle safety initiatives, including the launch of a Pedestrian and Bicycle Program to educate residents on safe travel, the strategic placement of red-light cameras at high-crash locations to improve enforcement and deterrence, and additional red-light camera installations near schools, creating safer crossings for students. These coordinated efforts reinforce the city's commitment to roadway safety, ensuring that data-driven interventions and collaborative strategies remain central to transportation planning. This approach will continue throughout the implementation of improvements, maintaining transparency as road safety measures progress toward achieving the city's long-term safety goals.

D. Supplemental Planning and Demonstration Activities

As outlined in the FY 2025 SS4A NOFO, the City of Opa-locka submitted its Self-Certification Eligibility Worksheet in May 2025 (*see Appendix E for reference*) and received confirmation that the required components were deemed eligible for applying for an FY 2025 SS4A Implementation grant. However, the City's Action Plan requires updates, as two eligibility components—Component 2 (Planning Structure) and Component 7 (Progress and Transparency)—were not fully met.

4. To address these eligibility gaps, the City of Opa-locka is requesting supplemental planning funds to fully comply with SS4A Action Plan requirements. This effort will include: (1) developing a comprehensive governance structure for implementation oversight, and (2) creating a publicly accessible dashboard and performance monitoring system. These updates will be completed within 12 months of the grant award, ensuring that the Action Plan meets

all SS4A eligibility criteria and supports future implementation phases.**PROJECT READINESS**

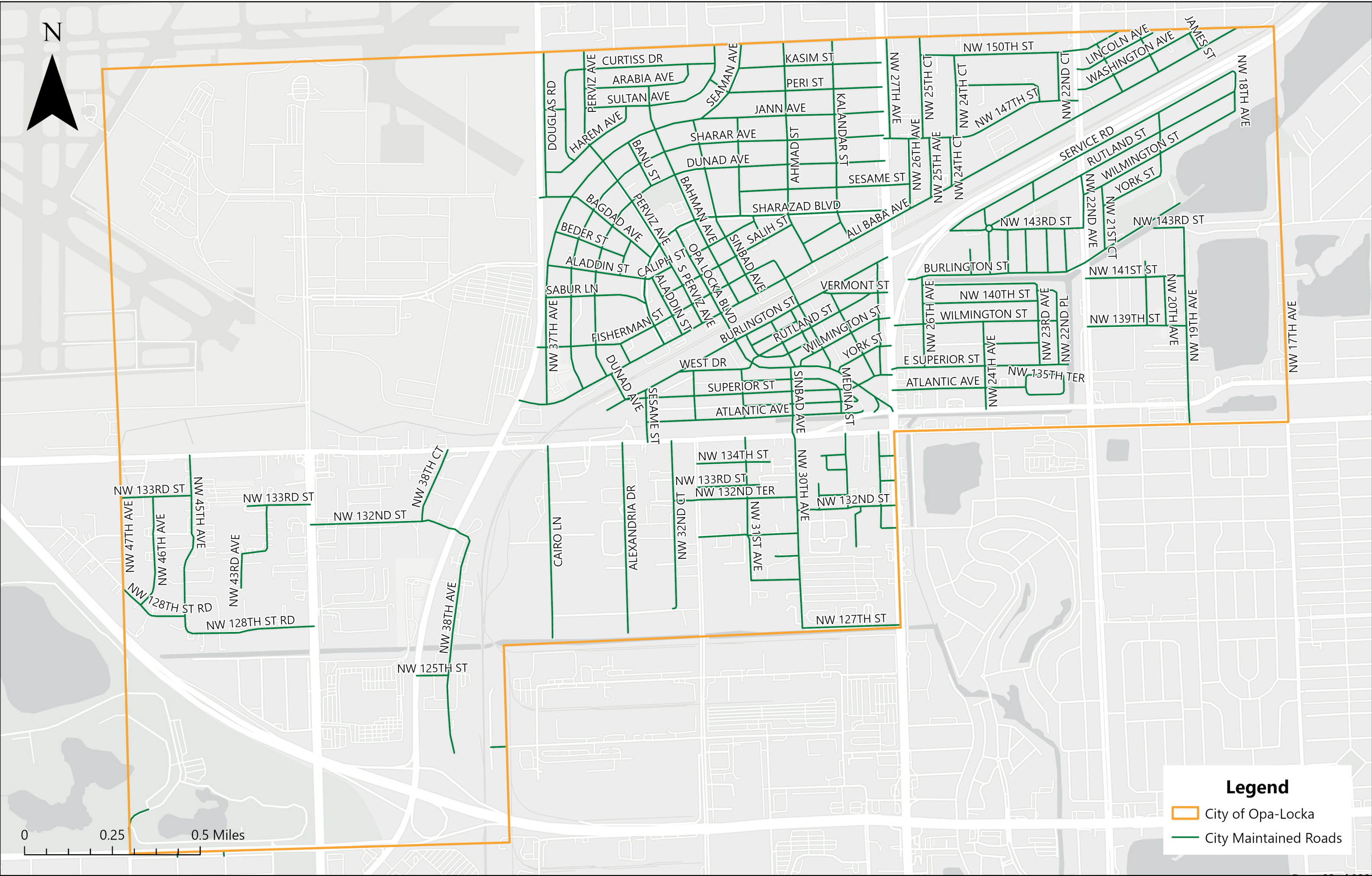
The projects outlined in this application focus on traffic calming and intersection improvements, utilizing proven treatments that have been successfully implemented within Opa-locka's roadway network. As detailed in the Traffic Calming Report (*see Appendix B for reference*), these countermeasures are standardized, effective, and require minimal complexity, allowing for a streamlined implementation process with fewer delays.

Each proposed project adheres to existing roadway standards without requiring modifications to local, state, or federal regulations. Additionally, none of the identified locations fall under state or county jurisdiction—all improvements will be made exclusively within Opa-locka's right-of-way. This ensures the city maintains full control over execution, avoiding complications related to jurisdictional approvals or interlocal agreements. Furthermore, no property acquisition is necessary, eliminating potential legal or administrative hurdles and enabling a smoother project timeline. To ensure efficient project delivery using federal aid, the city has carefully assessed potential risks and developed proactive strategies to mitigate delays. This includes incorporating a 20% contingency in all proposed projects to address unforeseen challenges, maintaining close coordination with City Management and Public Works Departments to ensure funds are allocated appropriately, and establishing a timeline to complete all projects within five years of executing the grant agreement.

By anticipating potential obstacles and implementing proactive strategies, Opa-locka is positioned to deliver safety and transportation improvements efficiently, ensuring projects stay on schedule while meeting the intended objectives of the SS4A program. Careful planning and coordination led by an Implementation Task Force will facilitate smooth implementation, minimizing delays and maximizing impact. Below is a summary of Opa-locka's readiness to implement these improvements:

- **Budget:** The estimated budget is detailed in *Appendix F*, with a total requested amount of \$2,500,000 allocated for 56 proposed projects and to update the CSAP.
- **Schedule:** The plan includes 56 projects, overing traffic calming and intersection improvements. If awarded, implementation is expected to be completed within five years, following a structured timeline.
- **Permits and Approvals:** Since all projects are within Opa-locka's roadway network, the permitting process will be streamlined and expedited, supporting the city's commitment to achieving its Vision Zero goal by 2030.
- **National Environmental Policy Act (NEPA) Classification and Status:** The proposed projects are classified as low complexity, as they do not require right-of-way acquisition or geometric design changes. Projects have been preliminarily screened and are expected to fall within Categorical Exclusion (CATEX) under NEPA, as they primarily involve replacing existing facilities and do not create significant environmental impacts.
- **Transportation Improvement Program (TIP):** Opa-locka will pursue additional funding through the Miami-Dade TPO's TIP, with an application planned for FY2026 for the period FY2027 – FY2032. These efforts will ensure sustained investment in long-term roadway improvements beyond the initial grant scope.

Through strategic planning, risk mitigation, and ongoing coordination, Opa-locka is prepared to execute these projects effectively, enhancing roadway safety, mobility, and overall transportation infrastructure for the community.



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE DEPARTMENT OF TEXAS REGION 8 EDUCATION SERVICE CENTER REQUEST FOR PROPOSALS (RFP) #240501 WITH HYDROMAX USA LLC FOR QUALIFIED PROFESSIONAL SERVICES FOR FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000.00); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") desires to piggyback the Department of Texas Region 8 Education Service Center's Request for Proposals (RFP) #240501 to obtain Fire Hydrant Maintenance and Repair Services; and

WHEREAS, the City of Opa-Locka ("City") possesses an excess of seven hundred (700) distribution system control valves within the City's water service area. The City currently does not have a functioning maintenance program to address needed exercising of valves throughout the City; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) provides that the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, pursuant to the Department of Texas Region 8 Education Service Center's Interlocal Purchasing System (TIPS) Program Request for Proposals (RFP) #240501, Hydromax USA LLC was selected as the successful bidder and the City Commission of the City of Opa-Locka desires to piggyback the terms of said bid for an amount not to exceed Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, TIPS is a governmental entity, a national purchasing cooperative and department of Texas Region 8 Education Service Center; and

WHEREAS, this program would allow for a comprehensive locating and exercising program to be put in place within the City that will allow for much needed fire flow improvement, while allowing for more timely system repairs and maintenance; and

WHEREAS, the Department of Texas Region 8 Education Service Center previously awarded a contract to Hydromax USA LLC for Maintenance, Repair, and Operations of Facilities And Grounds (MRO) Supplies, Equipment, Tool Rental, Sales and Services (attached as Exhibit "A"), pursuant to its Request for Proposals (RFP) No. 240501, for a five year period commencing July 18, 2024 through June 30, 2029, with the option for the Department of Texas Region 8 Education Service Center to renew the agreement for up to one (1) additional year; and

WHEREAS, the City Commission finds that it is in the best interests of the City to piggyback the Department of Texas Region 8 Education Service Center Request for Proposals #240501, utilizing Hydromax USA LLC, for the provision of Fire Hydrant Maintenance and Repair Services, in an amount not to exceed Sixty Thousand Dollars (\$60,000.00) in the form attached hereto as Exhibit "B."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback Department of Texas Region 8 Education Service Center Request for Proposals #240501, utilizing Hydromax USA LLC, in the form attached hereto as Exhibit "B", for Fire Hydrant Maintenance and Repair Services, in an amount not to exceed Sixty Thousand Dollars (\$60,000.00). The Department of Texas Region 8 Education Service Center's Request for Proposals #240501 is attached to this Resolution and incorporated as Exhibit "A."

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:				
Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	06/25/2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE INTERLOCAL PURCHASING SYSTEM PROGRAM (TIPS)MEMBERSHIP AGREEMENT CONTRACT# 240501 WITH HYDROMAX USA FOR THE LOCATING AND EXERCISING OF VALVE & FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES.

Staff Summary:

The city possesses an excess of 700 distribution system control valves within our water service area. We currently do not have a functioning maintenance program to address needed exercising of valves throughout the city. This program would allow for a comprehensive locating and exercising program to be put in place that will allow for much needed fire flow improvement while allowing for more timely system repairs and maintenance.

Financial Impact: The procurement of services for the distribution system valve location and exercising program shall not exceed \$60,000.00 and will be funded from Account Number 64-5336309, water services fire hydrant.

Proposed Action:

Staff recommends the City Manager be authorized to piggyback, TIPS Membership Agreement to move forward with the locating and exercising program.

Attachment:

TIPS Membership Agreement
Piggyback Contract



THE
INTERLOCAL
PURCHASING
SYSTEM

AWARDED VENDOR

City of Opa-Locka

Valve & Fire Hydrant Maintenance and Repair Services

TIPS Contract #240501

MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

Submitted by:
Shannon Gooch
Hydromax USA
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028
(727)463-9191
Shannon.Gooch@HydromaxUSA.com



April 23, 2025

Mr. Airia Austin
Director of Public Works
City of Opa-locka
12950 N.W. 42nd Ave.
Opa-Locka, FL 33054



RE: Valve & Fire Hydrant Maintenance and Repair Services

Dear Airia,

On behalf of Hydromax USA, I am pleased to submit this proposal for valve and fire hydrant maintenance and repair services using **TIPS Contract 240501 MRO Supplies, Equipment, Tool Rental, Sales and Services**. Given the excellent qualifications of our team and personnel, extensive experience and expertise with similar maintenance and repair services programs, and strong regional presence, Hydromax USA is uniquely qualified and well-positioned to help Opa-Locka develop and implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give Opa-Locka a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have assessed more than 1.4 million valves, tested, and maintained over 500,000 fire hydrants, and collected 95 million data points working for water and wastewater utility clients like Houston, JEA, Metro Water Nashville, Broward County, and Orange County Utilities. Based upon a robust record of performance, our clients recognize that Hydromax USA brings an exceptional ability to meet their needs for advanced data collection and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Should you have any questions regarding the enclosed submittal, please do not hesitate to contact me directly at (727) 463-9191 or Shannon.Gooch@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

Shannon Gooch

Shannon Gooch
Business Development Manager



1.0 ADMINISTRATION & TRAVEL

1.0.A Crew Travel / Mobilization

Hydromax USA will charge the Owner for crew travel and mobilization to the project site using a single line item for each crew member per 8-hour travel day.

1.0.B Lodging and Per Diem

For non-local projects, Hydromax USA will charge the Owner for crew lodging and per diem using a single line item for each crew member per project workday.

2.0 VALVE ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT

2.0.A-P Valve Operation and Evaluation (Under 4 inches to over 60 inches)

Hydromax USA will perform the following services for valves of various sizes in accordance with AWWA Manual M44: Distribution Valves: Selection, Installation, Field Testing, And Maintenance.

- Locate the valve
- Identify the valve
- GPS the valve location (sub-foot)
- Clean out valve box/vault
- Visually inspect the valve to discover discrepancies that are readily visible from above ground
- Exercise the valve
- All 4" and smaller valves will be exercised manually (one person on a hand key).
- 6" to 10" valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and automated turn counter.
- Valves equal to or larger than 12" will be exercised with a hydraulic operated, microprocessor- and torque-controlled valve exerciser capable of 1,500 ft-lbs of torque.
- Data will be collected utilizing a handheld GPS device capable of providing consistent sub-foot point coordinates.
- Service provider will immediately notify Owner of any valves found closed or broken, or if any unsafe conditions are observed.
- Service provider will provide detailed, written valve exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by Owner (with input from the service provider until the valve turns or the operation is suspended again at a higher torque).
- The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised to a $\frac{3}{4}$ shut position to insure it does not become hydraulically locked in the closed position.
- Mark the valve location with blue marking paint
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or found closed valves. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

2.0.Q Valve Cannot Be Located (CNL)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is unable to be found, Hydromax USA will list the valve as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL valves. If the CNL valve is located, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

2.0.R Valve Cannot Be Accessed (CNA)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is located but cannot be accessed for any reason, the Hydromax USA will list the valve as CNA (cannot access). If the CNA valve can be accessed later, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

2.0.S Valve Located and Accessed, Not Operated (CNO)

Hydromax USA will locate, create access, obtain a GPS point, and collect information on the valve asset, however at the direction of the utility, will not operate the valve asset. Hydromax USA will identify these assets as GPS Only. Hydromax USA will provide a separate unit price for GPS Only valves.

Minor Valve Repairs

Under this program, the service provider will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary to restore valves to full operability, the minor repairs noted in the pricing table will typically be completed by the service provider in a full valve assessment program.

- **2.0.T Raise valve box to grade up to 18 inches in grass, dirt, and gravel.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in non-asphalt areas using drop-in risers. Materials will be provided by Owner.
- **2.0.U Raise valve box to grade up to 18 inches in asphalt with cold patch.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in asphalt areas using drop-in risers. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.
- **2.0.V Realign valve box in grass, dirt, and gravel.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in non-asphalt areas. Materials will be provided by Owner.
- **2.0.W Realign valve box in asphalt with cold patch.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in asphalt. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.
- **2.0.X Operating nut replacement without excavation up to 4' deep.** Hydromax USA shall replace valve operating nut without excavation at depths of up to four (4) feet. Hydromax USA shall remove any existing operation nut pieces from the valve stem and lower section of the roadway box, removing existing operating nut screws, re-tap the stem (if necessary) and securely install an operating nut. Materials will be provided by Hydromax USA.

3.0 FIRE HYDRANT ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT**3.0.A Single Hydrant Testing and Maintenance**

Hydromax USA will perform the following services in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage

- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate, record working pressure and calculate flow rate and gallons flushed.
- The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

3.0.B. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.C. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.D Two-Hydrant Fire Flow Testing and Maintenance

Hydromax USA will perform maintenance procedures in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance. Testing under this section will include obtaining the residual pressure from only one "flow hydrant" or port and will not guarantee achievement of a 10 psi drop as denoted in AWWA M17 or 25% psi drop as denoted in NFPA 291.

Prior to the execution of any Two Hydrant fire flow testing Hydromax USA will develop a digital pairing of hydrants represented in a standalone GIS layer for submittal and review to the Owner. Digital pairing layer will be visible to field crews during the execution of the hydrant flow test.

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate up to 15 minutes or until clear, whichever is less, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact the TIPS Member.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure

- Re-attach hydrant nozzle caps
- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 “test hydrant” for measurement of residual pressure drawdown in the system.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA’s Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA’s system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant static and residual pressures
 - Flow at 20 PSI calculation
 - Hydrant pressure after 2 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.
- Data shall be delivered to the TIPS Member in an electronic format compatible with ArcGIS/ArcMap system or SQL database.

3.0.E. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.F. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.G High Pressure Hydrant Additional Safety Procedures

When a hydrant over 125PSI static pressure is encountered, Hydromax USA will perform the following additional safety procedures to complete hydrant testing,

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster to hydrant and secure the other end to hitch mounted diffuser or another stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

3.0.H. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.I. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.J Fire Hydrant Minor Repairs

Hydromax USA will provide labor in four-hour increments for the following minor fire hydrant repairs. Final scope of work will be defined by Owner prior to Hydromax USA mobilization and start of project.

- **Upper Barrel Repair (labor only).** Hydromax USA will repair and/or replace all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, to return the hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.
- **Lower Barrel Repair (labor only).** Hydromax USA will repair and/or replace all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve to return the hydrant to working order.
- **Hydrant Extension (6-18 inches; labor only).** Hydromax USA will raise hydrant six (6) to eighteen (18) inches to ensure the pumper nozzle is at the required above-grade height per AWWA M-17. Materials provided by Owner.

3.0.K Fire Hydrant ID Tags

Hydromax USA will furnish and install fire hydrant identification tags during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

3.0.L Fire Hydrant Road Markers

Hydromax USA will furnish and install reflective road markers during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

4.0 FLUSHING SERVICES**• 4.0.A Non-UDF Flushing Services**

Hydromax USA will execute hydrant flushing (non-UDF) using a single-person daily rate. Crews will flush hydrants for a pre-determined amount of time or until achieving a clear white bucket test for water quality. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

• 4.0.B Unidirectional Flushing Services (UDF)

Hydromax USA will execute unidirectional flushing (UDF) program using a two-person daily rate. Crews will flush the sequence hydrant for up to three (3) water column turnovers or achieve a clear white bucket test for water quality, whichever occurs first. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

5.0 ACOUSTIC LEAK DETECTION

Hydromax USA will perform acoustical leak detection using data loggers and correlation equipment using a daily rate. The process includes preliminary surveys, deployment of loggers, data collection, analysis, on-site verification, and detailed reporting of findings.

• 5.0.A Acoustical Leak Detection Services (8-hour minimum)

For leak detection that is not part of a comprehensive water loss program, Hydromax USA will perform acoustical leak detection services at a daily rate.

• 5.0.B Acoustical Leak Detection Program (250 miles minimum)

For leak detection that is part of a comprehensive program that covers a minimum of 250 miles of metallic pipeline, Hydromax USA will perform acoustical leak detection using a mileage rate.

6.0 ADDITIONAL MISCELLANEOUS SERVICES

Hydromax USA may provide the following additional miscellaneous services as defined and as approve by Owner prior to Hydromax USA mobilization and start of project.

- **6.0.A GIS Data Analyst Support Services**

Hourly rate for performing additional GIS support services not specifically defined in other sections of this RFP.

- **6.0.B Confined Space Entry Tech Services**

Additional rate per asset to perform services which require confined space entry. Hydromax USA will adhere to related OSHA requirements.

- **6.0.C Test Cut and Shut-Down Support Services**

Hourly rate to provide on-call test cut and shut-down support services to the utility in support of emergency and planned operations.

- **6.0.D Maintenance of Traffic (MOT beyond arrow boards and cones).**

Daily rate for additional MOT required outside of cones, arrow boards, and flashers to perform the required scope of work. Cones, arrow boards, and flashers are provided as part of our standard temporary MOT.

- **6.0.E Utility Services Field Technician**

Hourly rate for a field technician with equipment to perform additional non-repair services not specifically defined in other sections of this RFP.

7.0 PROGRAM PRICING

Hydromax USA proposes to perform the following scope of work as defined in the sections above at the for the TIPS pricing referenced in the table below. It is understood that all quantities are approximate totals and non-binding.

Item #	Service Name	Service Description	Unit	TIPS Price	QTY	Ext. Price
1.0 Administration & Travel						
1.0.A	Crew Travel / Mobilization	8-Hour Travel Day for Crew Mobilization to Project Site	Per Person / Per Day	\$2,000.00		
1.0.B	Lodging and Per Diem	Lodging and Per Diem for Non-Local Project	Per Person / Per Day	\$200.00		
2.0 Valve Assessment, Maintenance & Information Management						
2.0.A	Valve Assessment, 4 Inch or smaller Diameter Valve	AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	Per Valve	\$57.75		
2.0.B	Valve Assessment, 6-inch Diameter Valve	AWWA M44 Valve Assessment, 6-inch Diameter Valve	Per Valve	\$59.85		

2.0.C	Valve Assessment, 8-inch Diameter Valve	AWWA M44 Valve Assessment, 8-inch Diameter Valve	Per Valve	\$60.90		
2.0.D	Valve Assessment, 10-inch Diameter Valve	AWWA M44 Valve Assessment, 10-inch Diameter Valve	Per Valve	\$63.00		
2.0.E	Valve Assessment, 12-inch Diameter Valve	AWWA M44 Valve Assessment, 12-inch Diameter Valve	Per Valve	\$63.00		
2.0.F	Valve Assessment, 14-inch Diameter Valve	AWWA M44 Valve Assessment, 14-inch Diameter Valve	Per Valve	\$63.00		
2.0.G	Valve Assessment, 16-inch Diameter Valve	AWWA M44 Valve Assessment, 16-inch Diameter Valve	Per Valve	\$63.00		
2.0.H	Valve Assessment, 20-inch Diameter Valve	AWWA M44 Valve Assessment, 20-inch Diameter Valve	Per Valve	\$73.50		
2.0.I	Valve Assessment, 24-inch Diameter Valve	AWWA M44 Valve Assessment, 24-inch Diameter Valve	Per Valve	\$73.50		
2.0.J	Valve Assessment, 30-inch Diameter Valve	AWWA M44 Valve Assessment, 30-inch Diameter Valve	Per Valve	\$157.50		
2.0.K	Valve Assessment, 36-inch Diameter Valve	AWWA M44 Valve Assessment, 36-inch Diameter Valve	Per Valve	\$183.75		
2.0.L	Valve Assessment, 42-inch Diameter Valve	AWWA M44 Valve Assessment, 42-inch Diameter Valve	Per Valve	\$210.00		
2.0.M	Valve Assessment, 48-inch Diameter Valve	AWWA M44 Valve Assessment, 48-inch Diameter Valve	Per Valve	\$262.50		
2.0.N	Valve Assessment, 54-inch Diameter Valve	AWWA M44 Valve Assessment, 54-inch Diameter Valve	Per Valve	\$288.75		
2.0.O	Valve Assessment, 60-inch Diameter Valve	AWWA M44 Valve Assessment, 60-inch Diameter Valve	Per Valve	\$367.50		
2.0.P	Valve Assessment, Over 60-inch Diameter Valve	AWWA M44 Valve Assessment, Over 60-inch Diameter Valve	Per Valve	\$420.00		
2.0.Q	Valve Cannot Be Located (CNL)	AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	Per CNL	\$57.75		

2.0.R	Valve Cannot Be Accessed (CNA)	AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	Per CNA	\$57.75		
2.0.S	Valve Located and Accessed, Not Operated (CNO)	AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	Per CNO	\$57.75		
2.0.T	Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Per Valve	\$37.50		
2.0.U	Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Per Valve	\$112.00		
2.0.V	Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Per Valve	\$75.00		
2.0.W	Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Per Valve	\$224.00		
2.0.X	Valve Operating Nut Repair	Valve Operating Nut Repair (up to 48-inches; No Excavation)	Per Valve	\$750.00		
3.0 Fire Hydrant Assessment, Maintenance & Information Management						
3.0.A	Fire Hydrant Testing and Maintenance (Single; No Paint)	Fire Hydrant Testing and Maintenance (Single; No Paint)	Per Hydrant	\$52.50		
3.0.B	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	Per Hydrant	\$59.50		
3.0.C	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	Per Hydrant	\$69.50		
3.0.D	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	Per Hydrant	\$105.00		
3.0.E	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	Per Hydrant	\$112.00		

3.0.F	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	Per Hydrant	\$122.00		
3.0.G	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; No Paint)	Per Hydrant	\$78.75		
3.0.H	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; One-Color Paint)	Per Hydrant	\$85.75		
3.0.I	Fire Hydrant Testing and Maintenance (High Pressure; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; w/ Two-Color NFPA Paint)	Per Hydrant	\$95.75		
3.0.J	Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only)	Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only)	Per Hour/Per Person	\$150.00		
3.0.K	Fire Hydrant ID Tag	Furnish & Install Fire Hydrant ID Tag	Per Tag	\$14.00		
3.0.L	Fire Hydrant Reflective Road Marker	Furnish & Install Fire Hydrant Reflective Road Marker	Per Marker	\$12.00		
4.0 Flushing Services						
4.0.A	Fire Hydrant Flushing Services (Non-UDF)	Fire Hydrant Maintenance Flushing (Non-UDF; 1-Person Crew; 8-Hour Day)	Per Day/Per 1-Person Crew	\$1,200.00		
4.0.B	Unidirectional Flushing Services	Unidirectional Flushing Plan Execution Services (2-Person Crew; 8-Hour Day)	Per Day/Per 2-Person Crew	\$2,400.00		
5.0 Acoustic Leak Detection						
5.0.A	Acoustic Leak Detection	Acoustical Leak Detection Services (8-Hour Minimum)	Per Day/Per Person	\$1,800.00		
5.0.B	Acoustic Leak Detection Program	Acoustic Leak Detection Program - Metallic (250 Miles Minimum)	Per Mile	\$250.00		

6.0 Additional Miscellaneous Services						
6.0.A	GIS Data Services	GIS Data Analyst Services in Support of Asset Management Program	Per Hour/Per Person	\$175.00		
6.0.B	Confined Space Entry Certified (Added to Services)	Confined Space Tech Services (2-Person Crew)	Per Asset	\$250.00		
6.0.C	MOT Beyond Arrow Boards and Cones	Maintenance of Traffic (MOT Beyond Arrow Boards and Cones)	Per Day	\$1,800.00		
6.0.D	Test-Cut / Shut Down Service and Mapping	Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Per Hour/Per Person	\$235.00		
6.0.E	Field Technician - Hourly	Utility Services Field Technician w/ Equipment (Non-Repair)	Per Hour/Per Person	\$150.00		
Total						TBD

8.0 PROGRAM CONTRACTING

The TIPS Member must include the Vendor Name and TIPS Contract Name and Number on each purchase order so that Hydromax USA can report contract use to TIPS.

Vendor Name: **Hydromax USA LLC**

TIPS Contract Name and Number: **TIPS Contract 240501; MRO (Maintenance, Repair, and Operations Of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services)**

9.0 ACCEPTANCE AND AGREEMENT

TIPS requires its members to execute a vendor agreement prior to the performance of any services. By signing below, the TIPS Member accepts the scope of work, associated pricing, and supplemental terms and conditions provided herein. Once signed by both the TIPS Member and Hydromax USA, this document shall constitute an agreement for HUSA to provide the services as defined above.

Accepted on behalf of TIPS Member City of Opa-Locka:

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted on behalf of Hydromax USA LLC:

Signature: _____

Title: _____

Name: _____

Date: _____

SUPPLEMENTAL TERMS AND CONDITIONS**TIPS CONTRACT 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS)
SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES**

The following terms and conditions (these “**Terms**”) shall apply to all services Hydromax USA LLC (“**HUSA**”) performs for TIPS Members (as defined in Section 1) in connection with the above-referenced TIPS contract:

THESE TERMS ARE AN OFFER BY HUSA TO PERFORM SERVICES (AS DEFINED BELOW) FOR THE TIPS MEMBER SUBJECT TO THE APPROVAL OF HUSA’S CREDIT DEPARTMENT, AND MAY BE ACCEPTED ONLY ON THESE EXACT TERMS AND CONDITIONS. THESE TERMS, THE ACCEPTED PROPOSAL (AS DEFINED BELOW) AND ANY OTHER DOCUMENTS SPECIFICALLY REFERRED TO HEREIN OR THEREIN (COLLECTIVELY, THE “**AGREEMENT**”) CONSTITUTE THE EXCLUSIVE, COMPLETE AND FINAL AGREEMENT BETWEEN HUSA AND THE TIPS MEMBER AND THERE ARE NO OTHER AGREEMENTS, REPRESENTATIONS, PROMISES, OR STATEMENTS BETWEEN THE PARTIES EITHER EXPRESSED OR IMPLIED. THIS AGREEMENT SUPERSEDES AND GOVERNS OVER THE TERMS AND CONDITIONS OF ANY DOCUMENT PRESENTED, SENT OR ISSUED BY THE TIPS MEMBER. ALL DOCUMENTATION SHALL BE SUBJECT TO CORRECTION OF STENOGRAPHIC ERRORS. NO VARIATION OF THE AGREEMENT SHALL BE BINDING UPON HUSA UNLESS AND UNTIL SUCH VARIATION HAS BEEN ACCEPTED IN WRITING BY A DULY AUTHORIZED PERSON ON BEHALF OF HUSA. THIS AGREEMENT AND ALL DISPUTES AND LEGAL ACTIVITIES SHALL BE GOVERNED BY AND CONDUCTED AS SET FORTH IN THESE TERMS.

1. DEFINITIONS

- a. “**Accepted Proposal**” means the proposal for Services submitted by HUSA in response to a TIPS posting that has been accepted by the TIPS Member and agreed between the parties. These Terms are an essential part of every HUSA proposal and must be executed by each party for a proposal to be deemed accepted.
- b. “**Person**” means (whether or not capitalized) an individual, corporation, business trust, estate, trust, partnership, association, joint venture, or other legal or commercial entity. This term also includes a government or governmental subdivision, agency or instrumentality.
- c. “**TIPS Member**” means any public entity or qualifying non-profit that has properly joined or utilizes The Interlocal Purchasing System (“**TIPS**”).

2. SERVICES

The services to be performed by HUSA for the TIPS Member shall be detailed and described in the Accepted Proposal (the “**Services**”). Any modifications of the Accepted Proposal and/or any Services set forth therein must be in writing and agreed between the parties to be effective. All costs of changes to the Accepted Proposal and/or any Services requested by the TIPS Member will be at the TIPS Member’s expense, subject to these Terms.

3. FEES

- a. Fees: The fee (“Fee”) for the Services shall be as agreed in the Accepted Proposal. Any changes to the Fee must be in writing and agreed between the parties to be effective; provided, however, that, if the changes to the Fee results in pricing that is not already included in the TIPS pricing and approved by TIPS, such pricing will not be effective until it is approved by TIPS. Any changes to the Services requested by the TIPS Member, or required by law or regulation or deemed necessary by HUSA may cause additional fees and costs.
- b. Taxes: The TIPS Member shall be responsible and liable for the payment of all taxes, however designated or incurred, which are paid or payable as a result of or otherwise in connection with the Agreement, including, without limitation, federal, provincial and local, excise, sales, use, goods and services, value added and any taxes or other amounts in lieu thereof, except for any taxes based on HUSA’s net income (collectively, “Taxes”). Notwithstanding the foregoing or anything herein to the contrary, (a) this provision shall not apply if the TIPS Member is tax-exempt and it promptly provides HUSA with a copy of its tax exemption certificate or other proof of tax-exempt status, and (b) the laws and regulations regarding Taxes applicable to the TIPS Member shall control in the event of a conflict.
- c. Payment Terms
 - i. All payments must be made in cash in U.S. Dollars unless otherwise agreed in writing by HUSA. If the currency conversion rate utilized by the TIPS Member in making any payment results in the payment of an amount less than the full amount due in U.S. Dollars for any reason (including, without limitation, a change in the exchange rate between the conversion date and date of actual payment), the TIPS Member shall pay any such shortfall to HUSA immediately upon HUSA’s demand.
 - ii. When HUSA is engaged to perform full program management including all field correlation activities, 90% of payment is due upon completion of field testing. The remaining 10% is billed upon submission of a draft report.
 - iii. All invoices are Net 30 and will be due and payable no later than 60 days from the date of invoice.
 - iv. All payments made by the TIPS Member shall be calculated without reference to any back charge, set-off or counterclaim and shall be made free and clear of and without deduction for or on account of any back charge, set-off or counterclaim.
 - v. All fees, expenses and other payments under the Agreement shall be paid without giving effect to any Taxes. If the TIPS Member is required by law to deduct or withhold any amounts with respect to any Taxes or if any Taxes are required to be paid by HUSA as a result or arising out of the Agreement, the TIPS Member shall pay HUSA such additional amounts as shall be required so that the net amount received by HUSA from the TIPS Member after such deduction, withholding or payment shall equal the amounts otherwise payable to HUSA under the Agreement. If any Taxes are payable with respect to the Fee paid or payable to HUSA under this Agreement, HUSA will add the amount of such Taxes to its invoice and the TIPS Member shall pay HUSA such Taxes.
- d. Late Payments: Where the TIPS Member fails to pay the Fees in accordance with these Terms, HUSA shall have the right, in addition to any other rights or remedies available to it, to charge, and the TIPS Member agrees to pay, interest on such overdue amounts at the rate of the greater of one percent (1.0%) and the maximum amount permitted by law, per month calculated daily, compounded monthly both before and after any court judgement in respect of the same from the date such payment was due including attorney

fees. In addition, HUSA may suspend the performance of Services if any undisputed Fees are not paid to HUSA in accordance with this Agreement.

- e. TIPS Member Financial Conditions: If, during the period of performance of the Agreement, the financial condition of the TIPS Member is determined by HUSA not to justify the terms of payment specified, HUSA may demand full or partial payment in advance before performing (or continuing to perform) under the Agreement, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the Agreement.
- f. Cost of Collection: The TIPS Member shall be responsible and liable for paying all costs and expenses incurred by HUSA associated with any collections and related efforts (including without limitation reasonable attorneys' fees and costs).

4. WARRANTY

- a. HUSA warrants that it will perform the Services in accordance with the specifications agreed in the Accepted Proposal and in compliance with applicable law. This warranty shall expire twelve (12) months from the date on which the Services were performed. In the event the Services do not conform to this warranty, HUSA will reperform such nonconforming Services. If the Services cannot be reperformed, HUSA shall refund the amount paid by the TIPS Member for such nonconforming Services. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such reperformance or refund.
- b. HUSA further warrants that any parts provided in connection with the Services will be free from defects. This warranty shall expire twelve (12) months from the date on which the part was provided by HUSA to the TIPS Member. In the event a part is defective, HUSA shall, at its sole option, either (1) repair or replace the defective part or components thereof, or (2) refund the price paid for the defective part to the TIPS Member. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such repair, replacement or refund, and shall be conditioned upon HUSA receiving written notice of any defect within a reasonable period of time after the defect was discovered or by reasonable care should have been discovered. In no event shall HUSA's liability for such defective part exceed the price paid by the TIPS Member for such part.
- c. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, HUSA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, WITH RESPECT TO SUITABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. HUSA DOES NOT REPRESENT OR WARRANT (I) THAT THE SERVICES WILL MEET THE TIP MEMBER'S NEEDS OR EXPECTATIONS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME, OR (II) THAT THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE. EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS," "AS AVAILABLE" BASIS.

5. LIMITATION OF LIABILITY

- a. Exclusion of Consequential Damages: IN NO EVENT SHALL HUSA BE LIABLE TO THE TIPS MEMBER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT

LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOSS OF DATA, LOST PROFITS OR GOODWILL, ANY INTERRUPTION, INACCURACY OR ERROR AND/OR PERSONAL INJURY SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON A WARRANTY CLAIM OR ON A CLAIM OR ACTION OF AGREEMENT, TORT, OR OTHERWISE, EVEN IF HUSA IS ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- b. Time Limit for Claims: ANY AND ALL CLAIMS, DEMANDS AND ACTIONS THE TIPS MEMBER HAS OR MAY HAVE AGAINST HUSA OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS ARISING FROM OR IN CONNECTION WITH THE AGREEMENT MUST BE COMMENCED BY THE TIPS MEMBER WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE THAT THE CAUSE OF ACTION FIRST AROSE. ANY AND ALL CLAIMS NOT COMMENCED WITHIN THIS TIME PERIOD WILL BE DEEMED WAIVED AND ABSOLUTELY BARRED. IN NO EVENT SHALL ANY CLAIM OF THE TIPS MEMBER BE COMMENCED AFTER ANY APPLICABLE STATUTORY LIMITATION HAS PASSED.
- c. Limitation of Damages: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE TIPS MEMBER AGAINST HUSA WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING A BREACH BY HUSA OF ANY OF ITS OBLIGATIONS (WHETHER OR NOT A FUNDAMENTAL BREACH), THE TIP MEMBER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM HUSA PAYMENT FOR ACTUAL AND DIRECT DAMAGES UP TO THE LIMIT OF THE APPLICABLE INSURANCE PROVIDED BY HUSA (AS SET FORTH IN SECTION 7 BELOW) IN CONNECTION WITH ITS SERVICES IN QUESTION. THE TIPS MEMBER ACKNOWLEDGES AND AGREES THAT: (A) THE ESSENTIAL PURPOSE OF THIS SECTION 5(C) IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY; (B) THE FEES WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF HUSA WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN; AND (C) HUSA HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE SERVICES TO THE TIPS MEMBER.
- d. Claims Against HUSA: The TIPS Member acknowledges and agrees that, to the fullest extent permitted by law, HUSA shall be the TIPS Member's sole and exclusive source for damages arising out of or in connection with the Services being provided under this Agreement, and no claim shall be brought against any employees, directors, officers, shareholders or partners of HUSA, unless the claim arises from the fraud, dishonesty or illegal acts of the person providing the Services.
- e. Proportional Liability: If the TIPS Member sustains any Damages (as defined below) for which HUSA and another person are jointly and severally liable, the TIPS Member agrees that the loss it can recover from HUSA shall be limited so as to be proportional to HUSA's relative contribution to the fault that caused the Damages.

6. INDEMNITY

- a. To the extent permitted by the laws and constitution of the TIPS Member's State, the TIPS Member agrees to indemnify, defend and hold HUSA and its employees, directors, officers, shareholders or partners (collectively, "**HUSA Indemnitees**") harmless from and against any and all claims, actions, lawsuits, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Damages**") arising from, related to or in connection with the fraud, gross negligence or willful misconduct of the TIPS Member or its affiliates and its and their employees, directors, officers, shareholders or partners.

- b. HUSA agrees to indemnify, defend and hold the TIPS Member harmless from and against any and all Damages arising from, related to or in connection with the negligence or willful misconduct of HUSA or its employees, directors, officers, shareholders or partners.

7. INSURANCE

- a. Minimum Coverage. HUSA will maintain no less than the following insurance coverages and limits during the term of this Agreement (each, a “Policy” and collectively, the “Policies”).
 - i. Commercial General Liability (“CGL”): combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - ii. Automobile Liability (“Auto”): combined single limit of \$1,000,000 with coverage for owned and leased automobiles. Automobile coverage is only necessary if HUSA’s vehicles are used in the provision of Services hereunder and/or are brought onto the TIPS Member’s site;
 - iii. Worker’s Compensation: statutory limits for the jurisdiction in which HUSA provides Services hereunder;
 - iv. Employers Liability: \$1,000,000 per accident/disease; and
 - v. Umbrella Liability: \$1,000,000 per occurrence and in the aggregate.
- b. Additional Insured. HUSA will add the TIPS Member as an additional insured on each of the CGL and Auto Policy if being used to meet the standard of the General Liability and Automobile Liability.
- c. Certificates of Insurance. Upon written request of the TIPS Member, HUSA shall provide the TIPS Member with current valid certificates of insurance verifying that the insurance requirements have been met and the Policies are in full force and effect.
- d. Notification. All Policies will [not be suspended, voided, cancelled, non-renewed or reduce below the coverages or limits set out in (a) above unless replaced by a policy with at least the same coverages or limits as the prior Policy except after thirty (30) days’ prior written notice has been given to the TIPS Member by certified mail, return receipt requested] [provide a minimum thirty (30) day endeavor to notify the TIPS Member, when available, by HUSA’s insurer].
- e. Damages. The TIPS Member waives all rights against HUSA and its employees, directors, officers, shareholders or partners for recovery of damages to the extent these damages are covered by the Policies maintained as required herein.

8. FORCE MAJEURE

HUSA is not responsible or liable for any delays or nonperformance arising from or in connection with any act of the TIPS Member or any person acting on the TIPS Member’s behalf, earth movement, fire, flood, explosion, the elements, other catastrophes, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage, acts of any governmental or regulatory authority substantially affecting HUSA’s operations, in the event HUSA suspends or discontinues business for any reason, or for any other reason beyond HUSA’s reasonable control.

9. GOVERNING LAW; VENUE

Each of the TIPS Member and HUSA expressly agree that (a) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws provisions thereof, and (b) any action or proceeding relating to this Agreement shall be brought exclusively in a State court of competent jurisdiction located in Denton County, Texas, or, if a Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas. Each Party hereby irrevocably consents to the jurisdiction of such courts and waives any objections it may have to personal jurisdiction, venue or forum. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10. TERM; TERMINATION

- a. Term: This Agreement shall commence as of the date the parties execute these Terms and shall continue until the completion of HUSA's Services, unless terminated earlier in accordance with this Agreement.
- b. Termination for Convenience: Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party.
- c. Termination for Cause: This Agreement may be terminated immediately upon written termination from one party (the "**Terminating Party**") to the other (the "**Terminated Party**") if any of the following occur:
 - i. the Terminated Party defaults in the performance of any of its material duties under this Agreement and, after written notice of such default, fails to cure such default within thirty (30) days (or, if such default cannot be cured in such time, does not give within thirty (30) days such assurance of cure as shall be reasonably satisfactory to the Terminating Party);
 - ii. the Terminated Party is dissolved (other than pursuant to a consolidation, amalgamation or merger) or has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
 - iii. a court having jurisdiction in the premises shall enter a decree or order for relief, and such decree or order shall not have been vacated within sixty (60) days, in respect of the Terminated Party in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, trustee, administrator, sequestrator or similar official for the Terminated Party or any substantial part of its property or order the winding-up or liquidation of its affairs; or
 - iv. the Terminated Party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, consents to the entry of any order for relief in an involuntary case under any such law, consents to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Terminated Party or any substantial part of its property, consents to the taking of possession by any such official or any substantial part of its property, makes any general assignment for the benefit of creditors or fails generally to pay its debts as they become due.

Each Party hereunder agrees that, if any of the events specified in clauses (ii), (ii) or (iv) of this Section 9(c) occurs, it shall use reasonable efforts to give written notice thereof to the other Party within five (5) business days after the occurrence of such event.

- d. Effect of Termination: Upon termination of this Agreement by any party, HUSA shall immediately cease the performance of the Services and the TIPS Member shall be liable for payment of all fees, costs and

other expenses and disbursements accrued or incurred up to the date of such termination in accordance with this Agreement.

11. MISCELLANEOUS

- a. Field Representative: A HUSA Field Representative may assist the TIPS Member, however, that Representative has no authority to bind HUSA in any way. HUSA shall not be held liable or responsible for any instructions or technical advice in connection with the Services hereunder.
- b. Compliance with Laws: HUSA will not undertake any Services that are prohibited by government regulation or the laws of the United States or the State of Texas or, as the case may be, by government regulation or the laws of any jurisdiction in which the Services are carried out or in which the TIPS Member is incorporated or has its principal place of business. HUSA will also not directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any person, including any government official, legal professional or person affiliated with a legal organization or institution, to obtain improper information or secure any improper advantage for the TIPS Member in the course of carrying out the Services.
- c. Relationship of Parties: As between themselves, the parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other party for any purpose, and neither party will have any right, power, or authority to obligate the other party.
- d. Binding Agreement: This Agreement shall be binding upon and shall endure to the benefit of HUSA and the TIPS Member and their respective heirs, executors, administrators, receivers, legal representatives, successors and permitted assigns.
- e. Assignment: Notwithstanding anything to the contrary contained herein, the obligations of HUSA under these Terms may be assigned or delegated to any company affiliated with HUSA, including all subsidiaries of HUSA and its employees and agents, provided that HUSA shall remain responsible to the TIPS Member as otherwise provided.
- f. Severability: In the event that any provision (or any portion of a provision) of these Terms shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these Terms shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.
- g. Publicity: HUSA may disclose the existence of these Terms, the Agreement or the relationship between the parties. Without HUSA's prior written consent, the TIPS Member shall not use HUSA's name, logo, trademark or service mark and shall not issue any press release or otherwise make any public statements with respect to this Agreement or the contemplated arrangement hereunder.
- h. Waiver. No provision of, right or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing duly executed by both parties. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default,

whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

- i. Counterparts. This Agreement may be executed in counterparts (which may be exchanged by fax or PDF), each of which will be deemed an original, but all of which together will constitute the same Agreement.

TIPS Membership Agreement

For use when an Interlocal governmental agreement is not required by statute to be approved by the governing bodies of the entities. (NOT VALID IN TEXAS FOR GOVERNMENTAL ENTITIES)

Purpose:

This agreement, when executed by the parties, permits the member entity, when permitted under applicable purchasing cooperative statutes of the home jurisdiction of the member entity, to make lawful purchases through TIPS contracts under the same terms and conditions and proposed pricing as lawfully awarded by TIPS for the purposes of TIPS or its members. The purpose of the TIPS Program shall be to increase efficiency, effectiveness and to obtain substantial savings for participating school entities or public entities through cooperative purchasing.

Disclaimer:

Each Member entity is responsible for following their applicable state or federal procurement statutes when utilizing cooperative purchasing agreements, or joint power agreements with another state's public entities. In addition, the Member is responsible for ensuring the vendor complies with the terms and conditions of the contract and Members are solely responsible for dispute resolution with a non-performing vendor. TIPS will endeavor to provide assistance with vendor relations and compliance to the extent it is feasible.

Term:

This Agreement (hereinafter the "Agreement") shall be effectively immediately and shall remain effective unless either party terminates this Agreement by providing thirty (30) days written notice of the termination to the other party.

The Interlocal Purchasing System Program (TIPS) agrees to:

- 1) Provide for the organizational and administrative structure of the program.
- 2) Provide staff necessary for efficient operation of the program.
- 3) Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
- 4) Initiate and implement activities legally required under Texas law for competitive procurement and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
- 5) Provide members with procedures for ordering, delivery and billing.
- 6) Maintain filing system for all bidding procedure requirements.
- 7) Collect fees from vendors and/or other sources to legally compensate TIPS and by association, the lead governmental entity, Region VIII Education Service Center, as required by law, for the services provided to TIPS members.

The TIPS Member Entity agrees to:

- 1) Commitment to participate in the program by an authorized signature on membership forms.

- 2) Designation of primary contact and technology contact for entity.
- 3) Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.
- 4) Prepare purchase orders issued to TIPS Awarded Vendor and provide the relevant purchase order information to TIPS according to TIPS procedures.
- 5) Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
- 6) Pay awarded vendors in a timely manner for all goods and services received.
- 7) Follow the terms and conditions of the awarded contracts.
- 8) Report to TIPS if awarded vendors fail to perform as contracted.

This Agreement, inclusive of its references, represents the entire, agreement between the Member and TIPS. No other agreements, verbal or otherwise, are valid unless agreed by the parties in writing or through electronic communication. Electronic communication may include registering with TIPS via the TIPS website and agreeing to terms and conditions through that registration process or updates thereto. This agreement may be modified from time to time, upon which the parties may agree to the changes in writing or by an electronic communication as described above.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies, if any, paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

Choice of Law and Venue:

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to

convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Remedies:

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS or the Education Service Center Region VIII to an arbitration resolution of any disagreement under any circumstances. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp, County, TX or a site agreed in writing by the parties.

Camp

Alternative Dispute Resolution:

Prior to filing of litigation, the parties shall select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp, County, TX agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

Authority:

I affirm that by submitting this agreement to TIPS, that I am an authorized signatory to act for and bind the entity I am registering at this time.

Member Agency: Opa Locka (City of) FL

Change of Venue: NA (Camp County , TX)

Authorizing Agent: Jay Bergel
Jay Bergel

Membership Date: 05/21/2025

Lead Agency: Region 8 Education Service Center

Authorized Signature: **Dr. David Fitts**

Title: Executive Director

TIPS VENDOR AGREEMENT

TIPS RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Hydromax USA LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

**TIPS RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND
GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES**

Vendor Name: Hydromax USA LLC

Vendor Address: 3700 River Walk Drive, Suite 145

City: Flower Mound State: TX Zip Code: 75028

Vendor Authorized Signatory Name: Shane Majetich

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Phone: (813) 305-6610

Vendor Authorized Signatory Email: shane.majetich@hydromaxusa.com

Vendor Authorized Signature:  Date: 6/20/24
(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 7/18/2024



240501

Hydromax USA LLC

Supplier Response

Event Information

Number: 240501
Title: MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services
Type: Request for Proposal
Issue Date: 5/2/2024
Deadline: 6/21/2024 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU HOLD TIPS CONTRACTS 210304 MRO SUPPLIES AND EQUIPMENT YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING REPLACED BY THIS CONTRACT. IF YOU ALREADY HOLD TIPS CONTRACT 230505 MRO ("230505") OR 220605 MRO ("220605") YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 230505 OR 220605 AT THIS TIME. IF YOU HOLD 230505 OR 220605, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 230505 OR 220605 CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT. THERE IS NO ADVANTAGE TO REPLACING YOUR 230505 OR 220605 CONTRACT WITH THIS CONTRACT UNLESS YOU ARE DISPLEASED

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Hydromax USA LLC Information

Contact: Andrew Apgar
Address: 3700 River Walk Drive
Suite 145
Flower Mound, TX 75028
Phone: (863) 398-9202
Email: andrew.apgar@hydromaxusa.com
Web Address: www.hydromaxusa.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Andrew Apgar

Signature

Submitted at 6/20/2024 09:00:14 AM (CT)

andrew.apgar@hydromaxusa.com

Email

Requested Attachments

Vendor Agreement

240501 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

240501 Vendor Agreement
Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

240501 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

240501 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Required Confidentiality Claim Form

240501 Required Confidentiality
Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Reference Form

240501 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Current Form W-9

HUSA W-9 2024.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1	Disadvantaged/Minority/Women Business & Federal HUBZone Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO
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2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Hydromax USA performs water and wastewater asset management services, including: valve assessment, fire hydrant testing and maintenance, flushing, unidirectional flushing, leak detection, pipeline condition assessment, sewer cleaning, sewer CCTV inspection, smoke testing, flow metering, SONAR, LiDAR, and multi-sensor inspections.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Andrew Apgar

7 Primary Contact Title

Primary Contact Title

Vice President of Sales

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

andrew.apgar@hydromaxusa.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8633989202

10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 8178872317
11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 863989202
12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. Shane Majetich
13	Secondary Contact Title Secondary Contact Title Vice President
14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. shane.majetich@hydromaxusa.com
15	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 8133056610
16	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 8178872317
17	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 8133056610
18	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. Andrew Apgar
19	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. andrew.apgar@hydromaxusa.com

2
0**Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2
1**Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

2
2**Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

2
3**Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2
4**Company Website**

Company Website (Format - www.company.com)

2
5**Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

2
6**Primary Address**

Primary Address

2
7**Primary Address City**

Primary Address City

2
8**Primary Address State**

Primary Address State (2 Digit Abbreviation)

2
9**Primary Address Zip**

Primary Address Zip

3
0**Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

3
1**Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

3
2**Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

3
3**Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

3
4**Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

3
5**Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

3
6**Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

3
7**Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

3
8**Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

3
9

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

4
0

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4
1

TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
2

TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

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3

TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4
4

Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

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Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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6

Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4
7**Required Confidentiality Claim Form****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

4
8**Non-Discrimination Statement and Certification****This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify4
9**Limitation of Vendor Indemnification and Similar Clauses****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree

50

Alternative Dispute Resolution Limitations**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

No Waiver of TIPS Immunity**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

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7

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

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Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

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Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

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Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

63

Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

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Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

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Regulatory Good Standing Certification - Explanation - Continued

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

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6

Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6
7**Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

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8**Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

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Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

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Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

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Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

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2**Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

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3**Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

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4**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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5**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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6**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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7**2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 8 2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

7 9 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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0**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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1**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2**2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded \$10,000; (2) 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.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

8 7 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

8 8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

8 9 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

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

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

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3**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

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4**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

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5**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

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6**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) 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 ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

☒ Yes, Vendor certifies

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 240501 MKO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Services	Hydromax USA LLC
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
City of Raleigh (North Carolina)	David Woodlief	charles.woodlief@raleighnc.gov	919-996-4526
City of Houston (Texas)	Alex Rodriguez	alejandro.rodriquez@houstontx.gov	346-293-5195
City of Plano (Texas)	Drew Zaeske	dzaeske@plano.gov	972-769-4217
San Antonio Water System (Texas)	Chris Hawthorne	christopher.hawthorne@saws.org	210-464-8238
City of Tulsa (Oklahoma)	Monty Ragsdale	mragsdale@cityoftulsa.org	918-527-0187
Metro Water Services (Tennessee)	Felix Hernandez	felix.hernandez@nashville.gov	615-862-4877

TIPS CONTRACT 240501

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Hydromax USA LLC
Vendor Authorized Signatory Name: Shane Majetich
Vendor Authorized Signatory Title: Vice President
Vendor Authorized Signatory Email: shane.majetich@hydromaxusa.com
Vendor Address: 3700 River Walk Drive, Suite 145
City: Flower Mound State: TX Zip Code: 75028

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: NA

Authorized Signature: _____

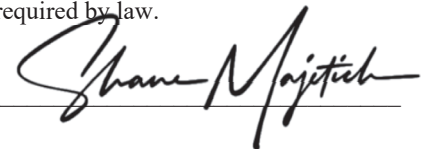
OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____



TIPS SOLICITATION DOCUMENT



THE INTERLOCAL PURCHASING SYSTEM (“TIPS”)

A department of TIPS Lead Agency:



TEXAS REGION 8 EDUCATION SERVICE CENTER (“Region 8 ESC”)

TIPS RFP 240501 MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

I. NOTICE TO PROPOSERS.

Contact Information:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

TIPS Solicitation:

TIPS RFP 240501 MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: “solicitation”, “bid”, “request for competitive sealed proposal”, “RCSP”, etc., this solicitation is the method of procurement identified at this location.

Proposal Deadline:

All proposals shall be received electronically, or otherwise sealed, by: JUNE 21, 2024 AT 3:00 P.M. LOCAL TIME

Access to Solicitation Documents:

Solicitation documents are located online at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

Piggybacking Notice:

This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, (“TIPS Members”) to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation.

TIPS Administration Fee:

TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be 2% of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes, if identifiable.

Incorporation of Solicitation:

If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

TIPS Contract Jurisdictional Limitations:

Depending on different entities’ and jurisdictions’ laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

Vendor Questions & Pre-Bid Meeting Requests:

Substantive questions will be received until June 7, 2024 at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line “240501 MRO (Maintenance, Repair and Operations) – Vendor Question”. Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or “Question & Answer” document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before May 16, 2024 by emailing bids@tips-usa.com with the subject line “240501 MRO (Maintenance, Repair and Operations) – Pre-Bid Meeting Request”.

Anticipated Schedule of Solicitation Events:

These anticipated dates are subject to change at TIPS’ discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	MAY 2, 2024	8:00 A.M. Local Time
Proposal Deadline	JUNE 21, 2024	3:00 P.M. Local Time
Proposal Opening	JUNE 21, 2024	3:00 P.M. Local Time
Proposal Review Begins	JUNE 21, 2024	3:01 P.M. Local Time
Proposals Award	JULY 25, 2024	8:30 A.M. Local Time
Award Notifications	JULY 25, 2024	12:00 P.M. Local Time

Estimated Contract Value:

The estimated value for the life of the contract for all awarded vendors combined is \$23,081,656.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members’ future needs or budget allocations as they relate to this solicitation.

II. TIPS

The Interlocal Purchasing System (“TIPS”) is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act¹, seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members’ law and policy, instead of public entities and

¹ See Texas Government Code, Chapter 791.

qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS, allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email bids@tips-usa.com seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPS Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at <https://tips.ionwave.net/> and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", "@tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Proposal Format

All responses should be direct, concise, complete, and unambiguous.

1. Attribute Questions.

Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

2. Completion of Attachments.

Pricing Form 1

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the “Response Attachments” section requesting Pricing Form 1.

Pricing Form 2

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the “Response Attachments” section requesting Pricing Form 2.

Alternate or Supplemental Pricing Documents

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Reference Form. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire – Form CIQ

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Conflict of Interest Questionnaire – Form CIQ.

Disclosure of Lobbying Activities – Standard Form - LLL

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

Current Form W-9

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Certificates & Licenses (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Supplemental Vendor Information (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the “Response Attachments” section requesting “Vendor Logo (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

IV. SPECIFICATIONS

Category: MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non-“public work” services only.

Specifications.

It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply MRO goods and non-construction services to public entity and qualifying non-profit TIPS Members in the United States. Proposals shall include, but not be limited to:

- Tools necessary for maintenance and operations of facilities or grounds;
- Consumables necessary for maintenance and operations of facilities or grounds;
- Parts and accessories necessary for maintenance and operations of facilities or grounds;
- Machinery and equipment necessary for maintenance and operations of facilities or grounds;
- Infrastructure repair and maintenance goods and services;
- Production equipment repair and maintenance;
- Material handling equipment and maintenance, and/or;
- Servicing of facilities and grounds and of systems operating within and on the facilities and grounds.

Proposals should include all listings of MRO goods and services that Vendor seeks to offer under the contract. Do not propose offerings that are not considered facility or grounds MRO goods and services. Accessories and parts to support MRO of facilities or grounds should be submitted. Servicing and rental/lease of MRO equipment or any service related to facility or grounds MRO that vendor seeks to offer under this contract should be submitted.

V. VENDOR PRICING SUBMISSION

Pricing.

Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor’s original pricing model as proposed in response to this solicitation. “To-Be-Determined” pricing is prohibited.

Submission of Goods/Items Pricing

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the “Discount-Off Catalog” option being much more optimal, usable, and preferred to the “Cost-Plus Markup Option.” With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor’s responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**

This goods/items pricing proposal method is highly preferred over the “Cost-Plus Markup Method” because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Please note that Vendor’s “Minimum Percentage Discount Offered” proposed in the attribute questions shall apply to goods proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor’s original proposal such as a specific item-type with a limited profit margin. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its “Catalog Pricing” to TIPS in a number of ways, described below. Please carefully read the following definition of “Catalog Pricing” which is broad and flexible to the usability benefit of the Vendor.

“Catalog Pricing” is defined as, “The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the “Discount-Off Catalog Method, Vendor may supply TIPS its “Catalog Pricing” through any of the following methods. Please open the solicitation attachment entitled “Pricing Form 1” at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Goods/Items “Catalog Pricing” to TIPS:

1. **Section “A” of Pricing Form 1 – Providing “Catalog Pricing” through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section “A” of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item’s name and “catalog price.” Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.
2. **Section “B” of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has “Catalog Pricing” documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Catalog.”) Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.
3. **Section “B” of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has “Catalog Pricing” published at an online location, Vendor may check this box and include the link to their online “Catalog Pricing.” If a login is required to access the “Catalog Pricing” located at that link, please provide that login information in the cell to the right. (Ex. X – Please see “Catalog Pricing” at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.
4. **Section “B” of Pricing Form 1 – (3) Vendor Shall Provide “Catalog Pricing” Upon Request:** If Vendor does not have comprehensive “Catalog Pricing” documents or links readily available, Vendor may check this box ensuring that such required “Catalog Pricing” will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny

ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of “Catalog Pricing” for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **Cost-Plus Markup Method**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the “Discount-Off Catalog Method” description above and has determined that none of those options are a possibility, then Vendor may use this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section “C” of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section “C” of Pricing Form 1. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor’s cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

Submission of Service Pricing

Please note that Vendor’s “Minimum Percentage Discount Offered” proposed in the attribute questions shall apply to services proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor’s original proposal such as vendor travel passed through at actual cost or GSA allowable rates. If Vendor does not seek to offer services under this contract, Vendor may type “N/A” on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the “Catalog Pricing” for those services must be included, or properly added, to Vendor’s TIPS “catalog pricing” proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of “Catalog Pricing” below for convenience:

“Catalog Pricing” is defined as, “The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- D. is regularly maintained by the manufacturer or Vendor of an item; and
- E. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- F. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the “Discount-Off Catalog Method, Vendor may supply TIPS its “Catalog Pricing” through any of the following methods. Please open the solicitation attachment entitled “Pricing Form 1” at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services “Catalog Pricing” to TIPS:

1. **Pricing Form 2 – Providing Service “Catalog Pricing” through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the “catalog price” of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.

2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service “Catalog Pricing” documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see “Service “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Service Pricing.”) Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

Additional Pricing Terms

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS’ approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s TIPS Pricing for that TIPS Contract (“TIPS Pricing”). Vendor may update their pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to bids@tips-usa.com for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as “catalog pricing” (or “cost” in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor’s TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor’s pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor’s TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion.
2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.
3. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.
4. **Vendor’s Self-Imposed Pricing Limitations.** Within Vendor’s TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)
5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS “catalog pricing” for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

VI. PROPOSAL SCORING AND EVALUATION

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price: (22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s “TIPS Pricing.” Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.

2. **Reputation of Vendor and Vendor's Offerings: (3) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor's reputation.
3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.
4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.
7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.
9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

VII. TERMS & CONDITIONS

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.
2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
3. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the “Term Calculation Start Date.”

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that “Award Notifications” are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial “five-year” term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein, provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS’ sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS’ approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s TIPS Pricing for that TIPS Contract (“TIPS Pricing”). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor’s TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor’s pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor’s TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor’s TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor’s TIPS Pricing for all goods and services included in Vendor’s TIPS Pricing shall either be equal to or less than Vendor’s current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor’s proposal, incorporated herein by reference.
6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether

the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter “Supplemental Agreement”) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor’s Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.
8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor’s Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.
9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor’s discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member’s purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor’s Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with “Confirmation Only” in the subject line of the email within three business days of Vendor’s acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor’s TIPS Contract(s) for cause at TIPS’ sole discretion. Please refer to the TIPS [Accounting FAQ’s](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee (“TIPS Administration Fee”) is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor’s receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor’s cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor’s receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor’s TIPS Contract(s) for cause at TIPS’ sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month

deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.
13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.
14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.
16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.
17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.



**CITY OF OPA-LOCKA AGREEMENT FOR FIRE HYDRANT
MAINTENANCE AND REPAIR SERVICES**

**Piggyback Department of Texas Region 8 Education Service Center
Request for Proposals (RFP) #240501 for Maintenance, Repair, and
Operations of Facilities and Grounds (MRO) Supplies, Equipment,
Tool Rental, Sales and Services**

This Agreement is made this ____ day of _____, 2025, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and Hydromax USA LLC whose address is 3700 River Walk Dr, Suite 145, Flower Mound, TX 75028 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Efficient Audit Services (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Department of Texas Region 8 Education Service Center and the Contractor, as set forth in the Department of Texas Region 8 Education Service Center Interlocal Purchasing System (TIPS) Program Request for Proposals #240501 for Maintenance, Repair, and Operations of Facilities and Grounds (MRO) Supplies, Equipment, Tool Rental, Sales and Services ("the RFP"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through June 30, 2029, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Maintenance, Repair, and Operations of Facilities And Grounds (MRO) Supplies, Equipment, Tool Rental, Sales and Services in accordance with the City's requirements as set forth herein and the Standard Contract between Department of Texas Region 8 Education Service Center and the Contractor dated on or about July 18, 2024 (the "Department of Texas Region 8 Education Service Center Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. Contractor's proposal shall also be incorporated hereto as Exhibit "B". In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Department of Texas Region 8 Education Service Center Agreement and the Contractor's accepted proposal for said work.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305) 953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the Department of Texas Region 8 Education Service Center with regard to any and all provisions of the Department of Texas Region 8 Education Service Center Agreement, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Sha'mecca Lawson, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Hydromax USA LLC
Shane Majetich
3700 River Walk Dr
Suite 145
Flower Mound, TX 75028

Copy To: C T CORPORATION SYSTEM
Hydromax USA LLC
Registered Agent
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 8. Anti-human Trafficking. Prior to commencement of services or payment by the City, Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, EMAIL: JFLORES@OPALOCKAFL.GOV OR BY MAIL: CITY OF OPA-LOCKA – CITY CLERK'S OFFICE, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Sha'mecca Lawson, Interim City Manager

Date: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF OPA-LOCKA
ONLY:**

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

CONTRACTOR:
Hydromax USA LLC

By: _____

Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____

EXHIBIT “A”

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE STATE OF FLORIDA REQUEST FOR PROPOSALS (RFP) #06-80101500-J WITH BCA WATSON RICE, LLP FOR QUALIFIED PROFESSIONAL SERVICES FOR EFFICIENCY AUDIT SERVICES, IN AN AMOUNT NOT TO EXCEED NINETY-FIVE THOUSAND DOLLARS (\$95,000.00); APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") desires to piggyback the State of Florida's Request for Proposals (RFP) #06-80101500-J to obtain Efficiency Audit Services; and

WHEREAS, following the operational audit finding of the State of Florida, Office of the Auditor General that the City of Opa-Locka ("City") lacked adequate controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations, the City was placed under Financial Oversight in 2016 pursuant to F.S. 218.503; and

WHEREAS, the City has since made significant strides in strengthening its financial stability and rectifying the 99-findings detailed in the 2019 operational audit conducted by the Office of the Auditor General; and

WHEREAS, BCA Watson Rice, LLP (BCA) was selected by the State of Florida as company competent to provide Management Consulting Services and Financial and Performance Audits; and

WHEREAS, based on the firm's proposal to the City, the audit may require up to five hundred (500) hours of service and shall not exceed Ninety-Five Thousand Dollars (\$95,000.00). BCA Watson Rice, LLP will utilize the service hours to assess the financial accounting and reporting system in addition to resolution of the conditions contained within Section 218.503, Florida Statutes to confirm the City's eligibility for cessation of State action as outlined in Section 218.504, Florida Statutes; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) provides that the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the

City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City of Opa-Locka desires to piggyback the terms of said bid for an amount not to exceed Ninety-Five Thousand Dollars (\$95,000.00) related to State of Florida's Request for Proposals (RFP) #06-80101500-J, where BCA Watson Rice, LLP was selected as a successful bidder; and

WHEREAS, the State of Florida previously awarded a contract to BCA Watson Rice, LLP for Management Consulting Services and Financial and Performance Audits (attached as Exhibit "A"), pursuant to its Request for Proposals (RFP) No. 06-80101500-J, for a three-year period commencing March 1, 2021 through February 29, 2024. The agreement was subsequently renewed for a new expiration date of February 28, 2027; and

WHEREAS, the City Commission finds that it is in the best interests of the City to piggyback the State of Florida Request for Proposals #06-80101500-J, utilizing BCA Watson Rice, LLP Inc., for the provision of Efficiency Audit Services, in an amount not to exceed Ninety-Five Thousand Dollars (\$95,000.00) in the form attached hereto as Exhibit "B."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback the State of Florida Request for Proposals #06-80101500-J, utilizing BCA Watson Rice, LLP, in the form attached hereto as Exhibit "B", for Efficiency Audit Services, in an amount not to exceed Ninety-Five Thousand Dollars (\$95,000.00). The State of Florida's Request for Proposals #06-80101500-J is attached to this Resolution and incorporated as Exhibit "A."

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date: <i>(Enter X in box)</i>	06.25.2025		Item Type:	Resolution	Ordinance
			<i>(Enter X in box)</i>	X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
					X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	Sponsored by City Manager and Co-sponsored by Mayor Taylor		Department:	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE STATE OF FLORIDA'S AGREEMENT FOR MANAGEMENT CONSULTING SERVICES AND FINANCIAL AND PERFORMANCE AUDITS WITH BCA WATSON RICE, LLP TO CONDUCT AN EFFICIENCY AUDIT IN ACCORDANCE WITH FLORIDA STATUE 218.504.

Staff Summary:

As a result of inadequate controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations, the City was in a financial emergency and placed under Financial Oversight in 2016 pursuant to F.S. 218.503.

The City has made significant strides in strengthening its financial stability and rectifying the 99-findings detailed in the 2019 operational audit conducted by the Office of the Auditor General. This

efficiency audit initiative was the recommendation of Mayor Taylor; therefore, staff identified a piggyback agreement with BCA Watson Rice, LLP (BCA) for Management Consulting Services through the State of Florida.

Based on the firm's proposal, the audit may require up to 500 hours of service and shall not exceed \$95,000. BCA will utilize the service hours to assess the financial accounting and reporting system in addition to resolution of the conditions in F.S. 218.503 to confirm the City's eligibility for cessation of State action as outlined in F.S. 218.504.

218.504 Cessation of state action.—The Governor or the Commissioner of Education, as appropriate, has the authority to terminate all state actions pursuant to ss. 218.50-218.504. Cessation of state action must not occur until the Governor or the Commissioner of Education, as appropriate, has determined that:

(1) The local governmental entity, charter school, charter technical career center, or district school board:

(a) Has established and is operating an effective financial accounting and reporting system.

(b) Has resolved the conditions outlined in s. 218.503(1).

(2) None of the conditions outlined in s. 218.503(1) exists.

Financial Impact: This efficiency audit shall not exceed \$95,000 and will be funded through the Non-Department Professional Services account (19-519312) which has \$258,833 currently available.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

CITY OF OPA-LOCKA, FL

Efficiency Audit in Accordance with Florida Statute 218.504

Price Proposal

Date: May 28, 2025

Prepared By
BCA Watson Rice, LLP
2875 NE 191st St., Ste 500
Aventura, FL 33180
Tel: (305) 947-1638
www.watsonrice.com
DMS State Term Contract
Project Management and Consulting Services
Contract #: 84111600-20-01

Point of Contact: Carshena T. Allison,
Partner
Tel: (786) 539-4422
Email: CAllison@WatsonRice.com



The data included in this proposal shall not be disclosed outside the Government or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to the Offeror as a result of or in connection with the submission of the data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in such data if it is obtained from another source without restrictions. The data subject to the restriction is contained in sheets marked with the following legend: Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal.

May 27, 2025

City of Opa-Locka, FL
Attn: Niema Gantt
Finance Director
nwalker@opalockafl.gov

Subject: Efficiency Audit in Accordance with
Florida Statute 218.504

Dear Ms. Gantt

BCA Watson Rice LLP (herein referred to as the “Firm”, “WR”, or “WatsonRice”) is pleased to submit this price proposal, including the evaluation of compliance of Florida Statute 218.504 and financial condition of the City of Opa-Locka, FL (“the City” or “Opa-Locka”). Our firm has a strong track record of delivering high-quality, compliant, and timely services to municipalities and public sector clients across the state and nation. We have evaluated the financial condition of multiple governmental entities in accordance with the State of Florida Auditor General Requirements.

We understand the importance of this engagement as the City seeks the cessation of state oversight so that the City’s focus may be turned to best serving the residents of Opa-Locka. Your mission deserves a partner who understands compliance and financial reporting for governments and municipalities. Our firm has served similar municipal and government entities for over 50 years. This engagement will assist the City as it seeks to establish transparency, accountability, and fiscal responsibility in its municipal operations; providing trust and competence for constituents and financial oversight bodies.

Our approach is collaborative, data-driven, and tailored to meet the unique needs of each city we serve. We would welcome the opportunity to support the City of Opa-locka in achieving its financial and operational goals.

Enclosed with this letter is our price proposal to provide such services. We would be honored to be of assistance to the City in its endeavors to have this evaluation completed prior to the 2025 calendar year end.

Thank you for your time and consideration. We look forward to the opportunity to work with the City of Opa-locka. Should you have any questions, please contact me at callison@watsonrice.com or (305) 947-1638.

Sincerely,



Carshena T. Allison, CPA, MBA
BCA Watson Rice LLP
Partner
Tel: (786) 539-4422
Email: callison@watsonrice.com

PRICE PROPOSAL

CITY OF OPA-LOCKA, FLORIDA PRICE PROPOSAL

Our service fees include the evaluation of compliance with Florida Statute section 218.504 – Cessation of state action.

- Obtain an understanding of the City's financial reporting process
- Assessment of whether the City has established and is operating an effective financial accounting and reporting system.
- Confirmation that all section 218.503 Florida Statutes conditions have been resolved and do not currently exist
- Evaluation of Deteriorating Financial Condition under section 10.556(8), Rules of the Auditor General and 218.39(5) Florida Statutes
- Evaluation of resolution of previous findings from auditor general and most recent annual financial statement audit reports
- Executive Summary and reporting to City leadership

SERVICE	PROPOSED FEE RANGE ¹
Estimated 400 – 500 hours	\$76,000 – \$95,000

PROFESSIONAL FEES

¹We firmly believe that our services reflect maximum value superior quality at a fair price. Our proposed professional fees will reflect WR's sensitivity to your responsibility to control costs. We will cooperate fully to minimize fees, consistent with maintaining professional standards. Rate is inclusive of services detailed above only. Any additional services will be subject to additional billing.



**State Term Contract 84111600-20-1
For
Financial and Performance Audits**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **BCA Watson Rice LLP** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Contractor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Contractor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs

State Term Contract No. 84111600-20-1
For
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- Training Customer personnel through formal classroom courses, workshops, or seminars

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

The services the Contractor, through its personnel, may provide include:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements,

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For
Financial and Performance Audits

statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

- Internal Controls Audits
 - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
 - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
 - Assess business practices.
 - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
 - Assess duplication of effort by employees and identify work that serves little or no purpose.
 - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
 - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
 - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
 - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
 - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
 - Determine the extent to which a program achieves a desired level of program results.
 - Assess the effectiveness of the program and/or individual program components.
 - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
 - Assess compliance with laws and regulations applicable to the program

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.

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- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent

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competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;

**State Term Contract No. 84111600-20-1
For
Financial and Performance Audits**

- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Contract Information form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors"

State Term Contract No. 84111600-20-1
For
Financial and Performance Audits

subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

**State Term Contract No. 84111600-20-1
For
Financial and Performance Audits**

- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

BCA WATSON RICE LLP

DocuSigned by:

Carshena T. Allison

49073B1DA69C4FB...
Carshena T. Allison
Principal

2/17/2021 | 3:24 PM EST

Date:

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES**

DocuSigned by:

Tami Fillyaw

991459A211104A3...
Tami Fillyaw
Chief of Staff

2/18/2021 | 4:55 PM EST

Date:

Contract Attachment A: Cost Proposal

Request For Proposals

No. 06-80101500-J

Management Consulting Services and Financial and Performance Audits

Respondent Name	BCA Watson Rice LLP
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INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05), but</u> cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 2: Financial and Performance Audits		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$180.00	\$180.00
Senior Consultant	\$157.50	\$157.50
Consultant	\$135.00	\$135.00
Junior Consultant	\$90.00	\$90.00
Program and Administrative Support	\$22.50	\$22.50

Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Contract Attachment C

State of Florida Department of Management Services Response to Request for Proposals to Provide Financial and Performance Audits

RFP No: 06-80101500-J



Technical Qualifications

Submitted to:

Joel Atkinson, Procurement Officer
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, Florida 32399-0950

Email: Joel.Atkinson@dms.myflorida.com
(850) 487-0758

Submission Date/Time:

June 9, 2020 / 1 PM EST

Submitted by:

BCA Watson Rice LLP
12000 Biscayne Blvd., Suite 503
N. Miami, Florida 33181-2725
Tel.: (305) 947-1638
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Contact:

Carshena Allison, CPA, MBA
Email: allison@bcawatsonrice.com
www.watsonrice.com



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www.bcawatsonrice.com

Telephone: 305-947-1638
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June 9, 2020

LETTER OF TRANSMITTAL

Joel Atkinson, Procurement Officer
State of Florida
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, Florida 32399-0950

Dear Mr. Atkinson,

BCA Watson Rice LLP (BCAWR) is pleased to present this proposal to provide Financial and Performance Audits services to the State of Florida (State), Department of Management Services ("Department" or "DMS"). As detailed in the attached proposal, BCAWR has extensive experience providing various Financial and Performance Audits services under CPA audit pool contracts for governmental agencies throughout the nation. Under these contracts, we performed a number of projects for the client or the contract period by responding to work order solicitations for specific project requests.

1. It is our understanding the Department is seeking proposals for Financial and Performance Audits Services to replace the current State Term Contracts (STCs) for Financial and Performance Audits Services (MCS), No. 973-000-14-01 for use by all Customers. from qualified and experienced firms for the purpose of conducting Financial and Performance Audits Services to the Department's Customers in accordance with Statement of Work ("SOW") for an initial term of three (3) years. The Department's intent is to contract with a single or possible multiple provider(s) that can provide these services, which will be included in a SOW.

We are committed to the timely completion of all services to be rendered.

Below we list our key contact (authorized to make representations for the firm) for this proposal:

Carshena R. Allison, CPA
Principal
BCA Watson Rice LLP
12000 Biscayne Blvd., Suite 503
Miami, Florida 33181
Phone: (305) 947-1638
Fax: (800) 698-1440
Email: callison@bcawatsonriceca.com

If you should have any questions about our qualifications, experience or proposed rates, please feel free to contact me anytime at (305) 528-7498 (cell) or email me at callison@bcawatsonriceca.com.

Sincerely,
BCA WATSON RICE LLP

A handwritten signature in blue ink, appearing to read 'Carshena T. Allison', is written over a horizontal line.

Carshena T. Allison, CPA, MBA
Partner

**The State of Florida,
Department of Management Services
Financial and Performance Audits
RFP No: 06-80101500-J**

A. TITLE PAGE

NAME OF RESPONDENT: BCA Watson Rice LLP

ADDRESS: 12000 Biscayne Blvd., Suite 503, Miami, FL 33181

TELEPHONE: 305-947-1638

NAME OF CONTACT PERSON: Carshena T. Allison, CPA, MBA

EMAIL: callison@bcawatsonrice.com

DATE: June 9, 2020

SUBJECT: RFP No: 06-80101500-J-Financial and Performance Audits Services

The State of Florida,
Department of Management Services
Financial and Performance Audits
RFP No: 06-80101500-J

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SEPARATELY ATTACHED

RESUMES REQUIRED
FORMS

Financial and Performance Audits

RFP No: 06-80101500-J

1. EXPERIENCE AND QUALIFICATIONS

BCAWR is a national CPA firm and has specialized in providing financial, compliance, and performance audits, IT audit and audit related services primarily to federal, state, regional and local government agencies for almost fifty years including contract audits similar in size and complexity to those required in this RFP. We also have almost five decades of experience conducting performance audits, due diligence reviews and other non-audit services such as rate and price reviews, salary surveys and special analysis/studies. The audits have been performed in accordance with *Government Auditing Standards* and auditing standards generally accepted in the United States of America. We perform more than 100 audits of federal, state, and local government agencies and nonprofit organizations that receive government funding each year. These include large and small municipalities and other agencies responsible for housing, education, transportation, finance, economic development, and other areas.

The firm has approximately 85 employees, including over 70 professionals, each of whom has significant experience in his or her field. The firm employs some of the best and brightest auditors, accountants, management and information technology consultants, as well as tax and other technical specialists and has gained a reputation for consistently delivering high-quality work and practical, value-added solutions. Now housing the combined clients and resources with anchor offices in New York/New Jersey; Washington, DC; Miami, Florida; and Los Angeles, California. BCAWR's size ensures that virtually any resource or technical capability required by our clients is resident in one firm. At any time, as necessary, we can draw on the firm's resources, whether locally or from our other offices, to meet specific client needs and thus we are able to provide all services set forth in this RFP. BCAWR offers the full-service approach of a much larger firm and the personalized service of a small one. BCAWR is also a member of the RSM-US Alliance, the premier affiliation of independent accounting and consulting firms in the nation.

Our personnel are certified – as public accountants, fraud examiners, and or information systems auditors. Others have advanced degrees in business administration, public administration, and law. The majority of our executive and supervisory personnel have a background in Big Four firms or major governmental agencies including the State of Florida Department of Education, Office of Early Learning, US Department of Housing and Urban Development, Government Accountability Office, Federal Deposit Insurance Corporation/Resolution Trust Corporation, and the Federal Home Loan Mortgage Corporation.

Carshena T. Allison, the Principal Consultant, for this engagement has over 13 years audit experience primarily all in the public sector. Major clients have included State of Florida Office of Early Learning (in a joint venture); Broward County Housing Authority financial & compliance audit; Miami-Dade County, Florida Transportation Segment Financial and compliance audit (a joint venture); City of Pembroke Pines, Florida (City and Charter Schools) financial and compliance audits; City of Quincy, Florida; Florida A&M University Foundation, Inc.; City of Lake Worth, Florida; Miami Downtown Development Authority. Ronald Thompkins, a Sr. Consultant for this engagement, has almost fifty years of experience in the profession and has a wealth of experience serving the public sector performing financial and compliance audits, as well as being recognized as a leader in the profession. His background performing similar work has included a number of services to public sector entities including an audit of Miami-Dade Aviation Department, and state and local governments in a capacity of principal consultant or Sr. Consultant. He is a former state-wide chair of the Florida Institute of CPAs, and formerly served as a member of the AICPA's board of directors. He has performed peer reviews of CPA firms since 1983. Of special interest he has just recently completed a three year term as a teaching assistant professor at the University of Denver. Michael de Castro, Sr. Consultant, has served in a principal consultant capacity for a number of our performance audits. Carl Gray, Sr. Consultant-IT, serves as the firm's lead IT specialist on financial and performance audits.

BCAWR is licensed to practice public accounting in the state of Florida. Our Florida State Board of Accountancy license No. is AD0003182. and is licensed as a limited partnership in the state of Florida since 2008. The firm was founded on August 1, 1971 in Cleveland, Ohio and merged with the CPA firm of Thompkins & Company, PA in 1992 who had practiced in the state of Florida since August 1, 1980. The firm has never been sanctioned, fined or had any other legal or license related action taken upon it.

The firm is certified as a Disadvantaged Business Enterprise (DBE) in the state of Florida and is a member firm of the American Institute of CPAs Private Companies Practice Section (PCPS), its Governmental Audit Quality Center, and its Employee Benefit Quality Audit Center.

2. PROPOSED SOLUTION

A. Financial Statement Audits

For nearly fifty years, our firm has provided high quality, cost effective financial statement audits. Our detailed workplan has resulted in numerous satisfied audit clients while we have achieved our audit objectives. The work plan can be updated based on our experience in performing audits for the state and local governments, and include the following segments:

1. Audit planning and pre-audit work
2. Detailed audit procedures
3. Review of working papers and reports
4. Engagement administration

Audit Workplan

1. Audit Planning and Pre-Audit Work

This is a very important task and forms the basis of our actual audit. Our objectives in performing this phase of the audit are to 1) provide the most comprehensive audit approach, 2) identify specific areas where each class of professional will be assigned, 3) identify potential problem areas, 4) Confirm the audit scope, 5) identify contact persons.

Procedures:

- a. Perform an entrance conference and obtain copies of pertinent documents, including but not limited to, Minutes of Board of Directors on meetings, organization charts, financial budgets, financial statements, trial balances, general ledgers, accounting procedures manuals, executed contracts still in effect, reports issued by funding agencies, and any other information deemed to be pertinent based on understanding of the entity.
- b. Introduce senior members of audit team to key personnel and identify audit communication protocols and establish areas of responsibility.
- c. Perform planning stage analytical review of actual revenues and expenditures to the same budgeted and prior year's actual amounts, and obtain explanations for significant variances.
- d. Obtain updated responses to prior year's audit findings
- e. Prepare our pre-audit participation letter and send to management

2. Detailed Audit Procedures

This task is the heart and soul of the entire audit. The fundamental steps are:

- a. Review prior year's audit working papers.
- b. Review internal control structure to determine nature and extent of testing (including IT hardware & software)
- c. Evaluate internal control
- d. Assess audit risks (including SAS#99 interviews of key City personnel)
- e. Determine sample design and the extent of statistical sampling using our proprietary software
- f. Compute major federal and state award programs and identify compliance procedures
- g. Prepare/modify detailed audit plan
- h. Confirm the appropriateness of the sample and extent of testing
- i. Confirm with the City the applicable laws and regulations that will be subject to audit
- j. Test compliance
- k. Test transactions
- l. Prepare report

BCAWR audit database runs three primary server programs to protect client confidentiality and unauthorized use through assignment of rights and passwords. The Client Service Team members can share files and exchange messages and comments using the same work materials while the project is in progress. It is time saving and easy to use.

Internally we have a staff of full-time IT consultants who have extensive experience with a variety of systems and are knowledgeable as to state-of-the-art technology being used today. This expertise can be applied directly to engagements.

Financial and Performance Audits

RFP No: 06-80101500-J

A. Financial Statement Audits (Continued)

At BCAWR, auditing governmental entities is not an industry service we provide to fill our slack time of the year. Our services are primarily devoted to governmental entities and not-for-profit organizations. As a result, audits are general performed under Government Auditing Standards, Rules of the Auditor General and Uniform Guidance. We have assisted our clients in obtaining the GFOA Certificates of Achievement for Financial Reporting. A representative sample of our experience serving other governmental organizations follows:

SAMPLE GOVERNMENTAL AUDIT EXPERIENCE OF FIRM SHOWN BELOW

■ CITY OF LAKE WORTH, FLORIDA

Performed audit of financial statements of City and related component units including CRA in accordance with Government Auditing Standards, GFOA certificate receipt, and Single Audit compliance requirements. The report was presented to the City Commission during a public meeting.

■ CITY OF OAKLAND PARK, FLORIDA

Performed audit of financial statements of City and related component units including CRA in accordance with Government Auditing Standards, GFOA certificate of Achievement receipt, and Single Audit compliance requirements. The report was presented to the City Commission during a public meeting.

■ CITY OF PEMBROKE PINES, FLORIDA

Performed audit of financial statements of City and related component units including CRA in accordance with Government Auditing Standards, GFOA certificate of Achievement receipt, and Single Audit compliance requirements. The report was presented to the City Commission during a public meeting.

■ CITY OF GRETNA, FLORIDA

Performed audit of financial statements of City and related component units, including Single Audit and Compliance Requirements. The report was presented to the City Commission during a public meeting.

■ CITY OF QUINCY, FLORIDA

Performed audit of financial statements of City and related component units, including Single Audit and Compliance Requirements. The report was presented to the City Commission during a public meeting.

■ CITY OF WILTON MANORS, FLORIDA

Performed audit of financial statements of City and related component units, including Single Audit and Compliance Requirements. The report was presented to the City Commission during a public meeting.

■ CITY OF MIAMI GARDENS, FLORIDA*

Performed audit of financial statements of City and related component units, including Single Audit and Compliance Requirements. The report was presented to the City Commission during a public meeting.

■ CITY OF HOLLYWOOD, FLORIDA*

Performed audit of financial statements of City and related component units including CRA in accordance with Government Auditing Standards, GFOA certificate of Achievement receipt, and Single Audit compliance requirements. The report was presented to the City Commission during a public meeting.

Additional Financial Statement Audit clients as follows.

South Florida Workforce Investment Board	City of South Miami, Florida
Broward County Housing Authority	Village of El-Portal, Florida
City of Riviera Beach, Florida	City of Miramar Police Athletic League
City of Opa-locka, Florida EDA Grant	State of Florida Department of Education*
City of Lauderhill, Florida	Homestead Housing Authority Miami, Florida*
City of Miami, Florida *	Miami-Dade County, Florida (Aviation Mgmt contract)
City of North Bay Village	Miami-Dade County School Board *
City of Tuskegee, Alabama	Performing Arts Center *
Miami-Dade County, Florida*	Port of Miami Crane Management
Miami-Dade Housing Agency	South Florida Employment and Training Consortium
Miami-Dade Housing Finance Authority	South Florida Regional Planning Council
Miami-Dade Expressway Authority	Broward County Housing Authority

Financial and Performance Audits

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Selected Current & Prior National Government Experience Auditing Similar Governments and Programs

City of New York, N.Y. (Jointly signed)*
City of Cleveland Heights
City of Shaker Heights
City of East Cleveland
City of Cleveland School Board (Jointly signed)*
City of Woodmere
Former Resolution Trust Corporation
New Jersey School Board
New York City Transit City*
New Jersey Transit Authority*
U.S. Postal Service
District of Columbia Responsibility & Management Assistance Authority (the Control Board)
District of Columbia Government
District of Columbia Housing Finance Agency (DCHFA)
District of Columbia Housing Authority (DCHA)
Review of Indirect Cost Rate Plans for the District of Columbia
Government District of Columbia Public Schools (Management Audit)
Economic Development Finance Corporation
Maryland Department of Business & Economic Development
Funds Wicomico County, Maryland
Prince George's County Public School System
Housing Authority of Prince George's County
Baltimore City Public School System
Single Audit & Financial Audit of Several Maryland Towns
Metropolitan Washington Council of Governments
County of San Diego, California (Forensic Accounting)
Managed Competition Audits for the County of San Diego
Community Redevelopment Agency of the City of Los Angeles, California
San Diego County (Performance Audit)
Inglewood Unified School District
Los Angeles County Metropolitan Transportation Authority (MTA)
U.S. Bureau of the Census
Federal Highway Funds for the Virgin Islands
Government State of Connecticut Clean Water Fund
Workers' Compensation Program for the City of Newark, New
Jersey West Contra Costa and Oakland Unified School Districts
Riverside County Transportation Commission
County of San Diego (Fund/Agency Audits)
Los Angeles Police Relief Association (LAPRA)
District of Columbia Water & Sewer Authority
Reconciliation of Payroll/Personnel Information for the District of Columbia Government

**Joint ventures*

Financial and Performance Audits

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B. Audits of segments of financial statements

Audits of segments of financial statements are approached in a similar manner as the financial statement audits listed in item “A” above. Additional items that may also applied to reportable segments are evaluating for aggregation criteria and verifying related segment disclosures. Examples of the audits of segmented financial statements are as follows:

Entity Name	Description of Services:
Miami Dade County Transit Authority (General Segment)	Miami Dade County Transit Authority had an independent audit performed of the general segment of the financial statements.
City of Long Beach, Office of the City Auditor	Long Beach, CA Airport management oversees the contract with Ampco System Parking, Inc. (Operator) to operate city-owned parking facilities and related services at the airport. The parking facilities include a 1,986-space parking structure, a 247-space surface lot, a tenant and employee parking lot, and additional parking areas used for operation and management. The City of Long Beach, Office of the City Auditor engaged BCA Watson Rice to perform an independent GAGAS-compliant audit of the City's operating agreement for parking facilities at the Long Beach Airport. The audit evaluated whether current agreement terms, including the cost, quantity and quality of services provided, are competitive with current market conditions. Additionally, the audit was to review the operator's performance and compliance with contract terms and assess the effectiveness of the city's contract administration responsibilities

C. Internal Controls Audits

Internal control over financial reporting involves the process of testing controls to determine whether or not controls are designed and operating at a level to detect material misstatement. This process requires a firm understanding of the entities operations and business to identify risks and key controls. An audit of internal control is often integrated with the audit of the financial statements. As such, the integrated audit is planned and performed to achieve their respective objectives simultaneously. The approach described in section “A” above for the audit of financial statements is applied as well during the audit of internal control over financial reporting. A control risk assessment is performed on all financial statement audits. The listing below represents a sample of audits of internal control over financial reporting integrated with an audit of financial statements.

Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012-2952 Contract Value \$150,000	Performed control risk assessment of the Access Management (Active Directory) enterprise platform. The Los Angeles County Metropolitan Transportation Authority (LACMTA) contracted BCA Watson Rice (BCAWR) to conduct a risk assessment of their Access Management (Active Directory) enterprise platform. BCAWR determined the adequacy and security of the control structure of Active Directory as well as the effectiveness of the controls Metro has in place within the operating environment; including domain controllers and other related servers. BCAWR also identified inherent risks to the agency based on the audit objective, analyzed the impact of those risks using a heat map, and was able to isolate the residual risks based on the operating environment. BCAWR provided detailed review and analysis of LACMTA’s Active Directory and supporting servers in the following areas: 1) System Management Access Control, Change Control Physical Security, Backup. 2)Our assessment of the areas identified above enabled Metro to strengthen their Active Directory structure and overall enterprise environment; especially the agency’s security and efficiency
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Financial and Performance Audits

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D. ECONOMY AND EFFICIENCY AUDITS

Such audits have been performed to assess inefficiencies or wasteful processes. Areas that can be identified for improvement of an organizations operations. We have a vast amount of experience of performing economy and efficiency audits for governmental agencies. A sample of clients and the operational or performance audit completed is listed below:

Client Name:	Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012-2952
<i>Performance Audit Bus Maintenance and Driver Safety - Contract Value \$67,000</i> BCAWR was selected by the Los Angeles County Metropolitan Transportation Authority (Metro) to conduct a performance audit to determine compliance with contract requirements as they relate to bus maintenance, quality control and driver safety of MV Transportation, Inc. (MV), a privately-owned transportation company contracted by Metro to operate bus service in the South Region. The audit was performed in accordance with AICPA standards. <i>Performance Review of Transit Operators - Contract Value \$462,479</i> BCAWR was selected by Los Angeles County Metro to conduct an independent performance review of transit operators receiving Transportation Development Act (TDA) Article 4 funds. This audit is conducted every three years as required by California State statute PUC Section 99246. BCAWR reviewed 21 separate transit operators for fiscal years 2016 – 2018. The reviews were conducted a) in accordance with the efficiency, economy, and program results portions of the Controller General’s “Standard for Audit of Governmental Organizations Programs, Activities, and functions, and b) in accordance with procedures and steps described in the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities”. The performance reviews called for in the TDA focus on verifying an agency’s performance against standard criteria, determining compliance with specified policies and procedures, and evaluating efficiency and effectiveness in selected functional areas. As part of the reviews, BCAWR used National Transportation Database (NTD) reports to compile and report on key Transit Performance Measurement (TPM) statistics for each transit operator. <i>Performance audit – Parkwood Landscape Maintenance - Contract Value \$77,790</i> BCAWR was selected by LA County Metro’s Management Audit Services to conduct a performance audit to determine contract compliance with contract requirements and terms as they relate to adherence to system maintenance, contractor performance and accurate billing of services rendered by Parkwood Landscape Maintenance (Parkwood) for Metro Regions 2 and 4. Parkwood is a privately-owned company contracted by Metro to perform graffiti abatement, landscaping, irrigation maintenance, and trash and vegetation removal services along rail lines and park & ride lots. The key objective of the audit is to determine Parkwood's compliance and required performance with contract terms and conditions for the following areas for the period from November 15, 2015 (contract inception) to October 30, 2019. The audit was performed in accordance with generally accepted government auditing standards (GAGAS): 1. Contract Performance and Compliance Verification 2. Billing and Invoicing Verification and Accuracy: 3. Quality Control of Reporting and Systems Used for Regions 2 and 4 <i>Audit of FY 2019 Transit Security Services Performance - Contract Value \$124,646</i> BCAWR was selected by the Los Angeles County Metropolitan Transportation Authority (Metro) to perform an audit of its transit security function performance. Metro’s transit security function consists of contracted policing services and in-house transit security officers. Metro also directly employs transit security officers to provide security over Metro facilities.	

D. Economy and Efficiency Audits (Continued)

The Metro security officers are not sworn or certified law-enforcement officers and do not have authority to detain or arrest. Beginning July 1, 2017, Metro implemented a new transit security strategy, which included obtaining services from three law enforcement agencies – the City of Los Angeles Police Department (LAPD), the City of Long Beach Police Department (LBPD), and the Los Angeles County Sheriff's Department (LASD). Metro also began using Metro security officers for fare checks and bus/rail patrolling. Metro security started transitioning to perform some of these functions prior to July 1, 2017.

BCAWR audited each law enforcement services contract to determine how key performance indicators measured up to against actual performance criteria. The overall objective of the audit was to evaluate transit security performance provided by each of the three contractors at Metro's Transit Security Department during fiscal year 2019 and ensure that Metro was receiving the services it was paying for. BCAWR also performed the audit for fiscal year 2018.

Performance Audit of Xerox for Express Lanes Project - Contract Value: \$37,840

Metro ExpressLanes Fund is an enterprise fund of LA County Metro (Metro). Metro contracted with Atkinson Contractors, LP (Atkinson) to design, build, operate, and maintain Metro ExpressLanes. Atkinson sub-contracted with Xerox for tolling integration and operations. Operating revenues represent toll revenues and income from violations and fines of the Metro ExpressLanes. Xerox submits its monthly report of Express Lanes' revenues and accounts receivable to the Metro Accounting department. The Metro Accounting department summarizes and prepares ExpressLanes' financial statements.

BCAWR was selected by Los Angeles County Metro to conduct a performance audit to evaluate the accuracy and completeness of the monthly revenues and accounts receivable amounts submitted by Xerox to Metro. A primary component of the project was to determine the adequacy and effectiveness of Xerox's internal controls to ensure the amounts reported to Metro is complete and accurate.

Performance Audit of Rail Communication Systems – LA County Metro - Contract Value: \$75,400

BCAWR was selected by LA Metro's Management Audit Services Department (MASD) to conduct a performance audit to assess the adequacy of the security controls for Metro's Rail Communications Systems. Primary system categories audited include network systems, wireless communications systems, fire life safety systems, security systems and customer information systems.

Performance Audit of SCADA Security Controls – LA County Metro - Contract Value: \$89,600

Metro's Supervisory Control and Data Acquisition (SCADA) system supports Metro's rail and enables remote monitoring and control of train operations and facilities from the Rail Operations Control Center. SCADA supports remote supervision and control for major areas such as train movement, station and traction electrical power, station ancillary and emergency ventilation, fire, gas, seismic detection, station elevator and escalator operation, security system, and roll up gates, etc. BCAWR was selected by LA Metro's Management Audit Services Department (MASD) to conduct a performance audit to determine the adequacy of the security controls for the SCADA System. Key objectives of the audit included:

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D. ECONOMY AND EFFICIENCY AUDITS (Continued)

Performance Audit of SCADA Security Controls – LA County Metro - Contract Value: \$89,600

- Determining the adequacy and extent of the oversight over the security of the system;
- Determining the adequacy of the information security program that includes security configuration, firewall policies and configuring, testing, deploying, and managing firewalls;
- Determining the adequacy of the security plan that restricts physical access to SCADA network components and devices.
- Determining whether SCADA Systems Engineering & Maintenance unit is following IT department policies and operating procedures for reliable and secure computing.
- Determining the adequacy of authentication and event logging procedures.
- Determining the adequacy of the intrusion detection system (e.g. is it configured to report suspected intrusions and to prevent unauthorized port scans and reconnaissance attacks?).
- Determining the adequacy of the configuration management plan or procedure and the adequacy of the patch management plan.

Los Angeles County Metropolitan Transportation Authority (Metro) - Performance (Process Improvement) Consulting Services for the INTP and RRTP Programs - Contract Value: \$50,920

The Immediate Needs Program (INTP) was established in May 1992 following urban unrest. In 1993 it was expanded countywide to provide subsidized taxi service for those who have an immediate transportation need that other modes of transportation cannot meet. The Rider Relief Transportation Program (RRTP) was developed based on a Board motion that was approved when Metro Board raised their fares in 2007. The RRTP program started its operation in 2008 with a \$5 million annual budget, providing subsidy coupons to transit riders who are adversely affected by the raise in fares.

Metro contracts with non-profit organizations; the First African Methodist Episcopal (FAME) Assistance Corporation and the International Institute of Los Angeles (IILA)} to manage and administer the programs. These two non-profit organizations distribute the fare subsidies through the nearly 500 qualified social service and government agencies in our network in the form of bus tokens, scrip, coupons and variable value taxi vouchers to meet specific, urgent and/or safety needs of the participants.

BCAWR was selected by Metro's Management Audit Services to conduct performance (process improvement) consulting services to evaluate the efficiency and effectiveness of the operation and administration of the INTP and RRTP as administered by the two non-profit organizations. The services were conducted in accordance with the statements on standards for consulting services issued by the AICPA Financial and Performance Audits Services Committee.

Performance Audit of the Universal Fare System/Transit Access Pass Program for the Los Angeles County Metropolitan Transportation Authority (Metro) - Contract Value \$186,610

BCA Watson Rice conducted a performance audit of the Universal Fare System (UFS)/Transit Access Pass (TAP) program for the Los Angeles County Metropolitan Transportation Authority (Metro). Initiated in 1997, the UFS/TAP program is a set of projects that, when taken together, are intended to create a regional smart card transit fare system for use by Metro and regional municipal partners. The primary objectives of the audit were to:

1. Review the overall program and the schedule to complete and assess whether current processes and staffing appear sufficient to support the schedule to complete.
2. Review the overall program and the approved capital budget, based on historical costs and Metro's estimate to complete, and whether fare revenues are meeting budget expectations.
3. Review with Metro the program's schedule for integration with the Municipal Operators, LTSS and Metro's fare box system.
4. Review the program implementation to date and plans to complete and identify any high level gaps from the full range of planned functionality as originally planned.

Financial and Performance Audits

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D. ECONOMY AND EFFICIENCY AUDITS (Continued)

5.	Compare the business case assumptions that were used to approve the UFS and TAP capital projects (the system) with the planned outcomes based on the contracts and functionality the UFS/TAP system is providing today.
6.	Review Metro's analysis of the collection of revenues under TAP program as compared to revenue plans (currently, it appears that revenue per passenger is dropping).
7.	Reviewed with Metro possible cause(s) of reductions in fare revenue since TAP was implemented.

Client Name:	Port of Los Angeles 425 S. Palos Verdes Street San Pedro, CA 90731
<i>Performance audit of the Port's Worker's Compensation (WC) function</i> Contract Value: \$100,050 The City of Los Angeles Harbor Department (Port) selected BCAWR to conduct a performance audit of the Port's Worker's Compensation (WC) function. The review focused on the years 2015 - 2019 to assess the effectiveness the Port's handling of WC claims processed during that time. BCAWR assessed the overall WC process including historical trends, identification of contributing factors behind increases in WC claims by Port Divisions, and the use of light-duty work to assimilate workers back into regular work assignments. Key objectives of the audit were: 1. To identify the contributing factors behind the increase in WC claims, 2. Measure the fluctuations in WC claims and costs over the last five years, 3. Provide comparative benchmarking data from other organizations, and 4. Recommend ways to mitigate the risk factors to reduce future WC claim costs. <i>Performance Audit of the Maritime Law Enforcement Training Center (MLETC)</i> Contract Value: \$82,250 BCA Watson Rice LLP was engaged by the Port of Los Angeles to conduct a performance audit of the Maritime Law Enforcement Training Center (MLETC). MLETC was a new start-up training academy for law enforcement personnel. The overall objectives of the audit were to measure the effectiveness and efficiency of the planning and implementation of the MLETC and to identify any problem areas that may have arisen since the inception of the program in 2012. The goal was to identify ongoing risks and determine whether the risks have adequately mitigated. The audit included a review MLETC policies and procedures, an analysis of revenues and expenses incurred on the program to date and a limited review of internal controls related to its operations. BCAWR also reviewed MLETC operations for fiscal years 2013 – 2015. <i>Orange County Transportation Authority (OCTA) – Patch Management Program Performance Audit</i> Contract Value: \$44,160 OCTA selected BCAWR to conduct a performance audit of OCTA's Patch Management Program (PMP). The primary objective of the audit was to assess the adequacy of the PMP and make detailed recommendations for improvements based on best security practices, economies, and efficiency. The audit included testing of OCTA compliance with its patch management and security policies and procedures. The audit also assessed the sufficiency of OCTA's process for unapplied patches identified as critical and high priority by the vendor.	

Financial and Performance Audits

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D. ECONOMY AND EFFICIENCY AUDITS (Continued)

Client Name:	City of Los Angeles Office of the City Administrative Officer 200 North Main Street, Room 1500 Los Angeles, CA 90012
<i>Performance and Operational Evaluation of the Joint Safety Institute and Joint Training Institute</i> Contract Value: \$80,000 BCAWR was selected by the City of Los Angeles, Office of the City Administrative Officer (CAO) to conduct a Performance and Operational Evaluation of the Joint Safety Institute (JSI) and Joint Training Institute (JTI) at the Los Angeles Department of Water and Power. Established in 2000 and 2002 respectively, the JSI and the JTI are on-going Trusts pursuant to labor agreements between the City, LADWP, and IBEW. For approximately one year, the monies deposited into the Trusts have been the subject of multiple lawsuits filed and unfair labor practice claims. In November of 2014, the Los Angeles City Council considered an agreement with a requirement for the Institute Boards to request the CAO to conduct a Performance and Operational Evaluation for fiscal years 2010 through 2014. The scope of work for the Evaluation, consistent with the settlement agreement, was the same for both Trusts. Consistent with each Trust's mission, organizational capacity within the totality of the Department of Water and Power, and fiscal resources, recommend a minimum of five key Performance Metrics that could be adopted by the Trustees to prospectively evaluate the performance of the Trust.	

Client Name:	Orange County Transportation Authority 550 South Main Street Orange, CA 92863-1584
<i>Orange County Transportation Authority – RAMS System Performance Audit</i> Contract Value: \$75,920 In 2003 the Orange County Transportation Authority (OCTA) purchased the 91 Express Lanes from the California Private Transportation Company, LP (CPTC). The 91 Express Lanes is a 10-mile toll road. OCTA entered into an operating agreement with Cofiroute Global Mobility, LLC (Cofiroute) to perform the day-to-day operating activities and functions of the 91 Express Lanes. Cofiroute developed the Revenue and Account Management Software (RAMS) System which was installed in June of 2011. The RAMS system retrieves trip data for transponders and license plate reads from the in-lane Electronic Traffic and Toll Management (ETTM) system. The RAMS system then electronically identifies such trips determining whether they belong to 91 Express Lane customers with valid accounts, interoperability customers or trips identified as possible violations and calculates appropriate tolls for retrieved trips. In an effort to assess the financial system controls and the fiscal integrity of the RAMS system, OCTA engaged BCAWR to conduct a performance audit of the RAMS system. The audit included but was not limited to the following main components: 1. Testing of system integrity and accuracy/applications controls review. 2. Assessing the adequacy of system security. 3. Evaluating and testing the accuracy and integrity of the system and migrated database and ensuring that revenue and expenses are properly accounted for. 4. Evaluating and testing controls in place to safeguard information against unauthorized use, disclosure, modification, damage or loss. 5. Reviewing and verifying that RAMS meets the requirements set forth in the RAMS – scope of work. The audit was conducted in accordance with generally accepted auditing standards.	

D. ECONOMY AND EFFICIENCY AUDITS (Continued)

Orange County Transportation Authority (OCTA) – Performance Audit of Business Continuity Plan

Contract Value: \$40,000

OCTA selected BCAWR to conduct a performance audit of its business continuity plan. The plan was implemented to develop and maintain a viable continuity capability. The business continuity plan is intended to provide guidance and serve as a single point of information to help direct actions to be taken in response to an event, as well as resumption and recovery of OCTA operations. The scope of the engagement included:

- Determining the existence of an appropriate enterprise-wide Business Continuity Plan (BCP).
 - Determining the quality of BCP oversight and support provided by the board of directors and senior management.
 - Determining if an adequate business impact analysis (BIA) and risk assessment have been completed.
 - Determining if appropriate risk management over the business continuity process is in place.
 - Determining whether the BCP included appropriate testing to ensure the business processes will be maintained, resumed, and/or recovered as intended.
 - Determining if the technology environment has a properly documented BCP that compliments the enterprise-wide and other departmental BCP's.
 - Determining whether the BCP includes appropriate hardware backup and recovery.
 - Determining whether the business continuity process includes appropriate data and application software backup and recovery.
 - Determining whether the BCP includes appropriate preparation to ensure the data center recovery processes will work as intended.
- Determining whether the BCP addresses critical outsourced activities.

Client Name:

City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

Performance Audit of Residential Sound Insulation Program for the City of Inglewood (CA)

Contract Value: \$178,000

The Inglewood Residential Sound Insulation (RSI) Program uses funds from the Federal Aviation Administration (FAA) and Los Angeles World Airports (LAWA) to implement soundproofing and/or residential acquisition programs within the airport noise impact areas. The City of Inglewood received substantial funds (\$47.9 million from the FAA, \$36.9 million from LAWA) for the RSI Program. LAWA expressed concerns about the Program, including efficiency, effectiveness, and management and accounting of grant funds. The flow of grant funds to the City was suspended given these concerns. BCAWR was selected to conduct a performance audit of the RSI Program, including Program organization, staffing, grant administration, internal controls, contracting, and management oversight. The report included 30 findings and recommendations including reorganizing the program; reducing the number of Program staff based on workload; revising and strengthening internal controls, grant administration, and contract management; and strengthening performance reporting and management oversight. The City of Inglewood has implemented the majority of recommendations made. As a result, the flow of funds for the Program has resumed.

D. ECONOMY AND EFFICIENCY AUDITS (Continued)

Client Name:	Los Angeles World Airports 6053 West Century Blvd., Suite 602 Los Angeles, CA 90045
<i>Los Angeles World Airports – Construction Cost Audit</i> BCA Watson Rice was retained by the Los Angeles World Airports (LAWA) Internal Audit Division to conduct a follow-up audit of a construction contractor and one of its subcontractors. The overall objective of this audit was to determine whether costs charged by the contractors to the Contract were appropriate and in compliance with contractual provisions. Specifically, we 1) reviewed Contractors’ records and determined whether adequate oversight over contract hours was maintained by them, 2) determined the accuracy of Contractors’ billings to LAWA to ensure that they are adequately supported and justifiably charged to the contract, 3) conducted a follow-up on audit findings previously identified in the initial invoice review performed by LAWA’s Internal Audit Division, and 4) identified recommendations for improvement as necessary.	

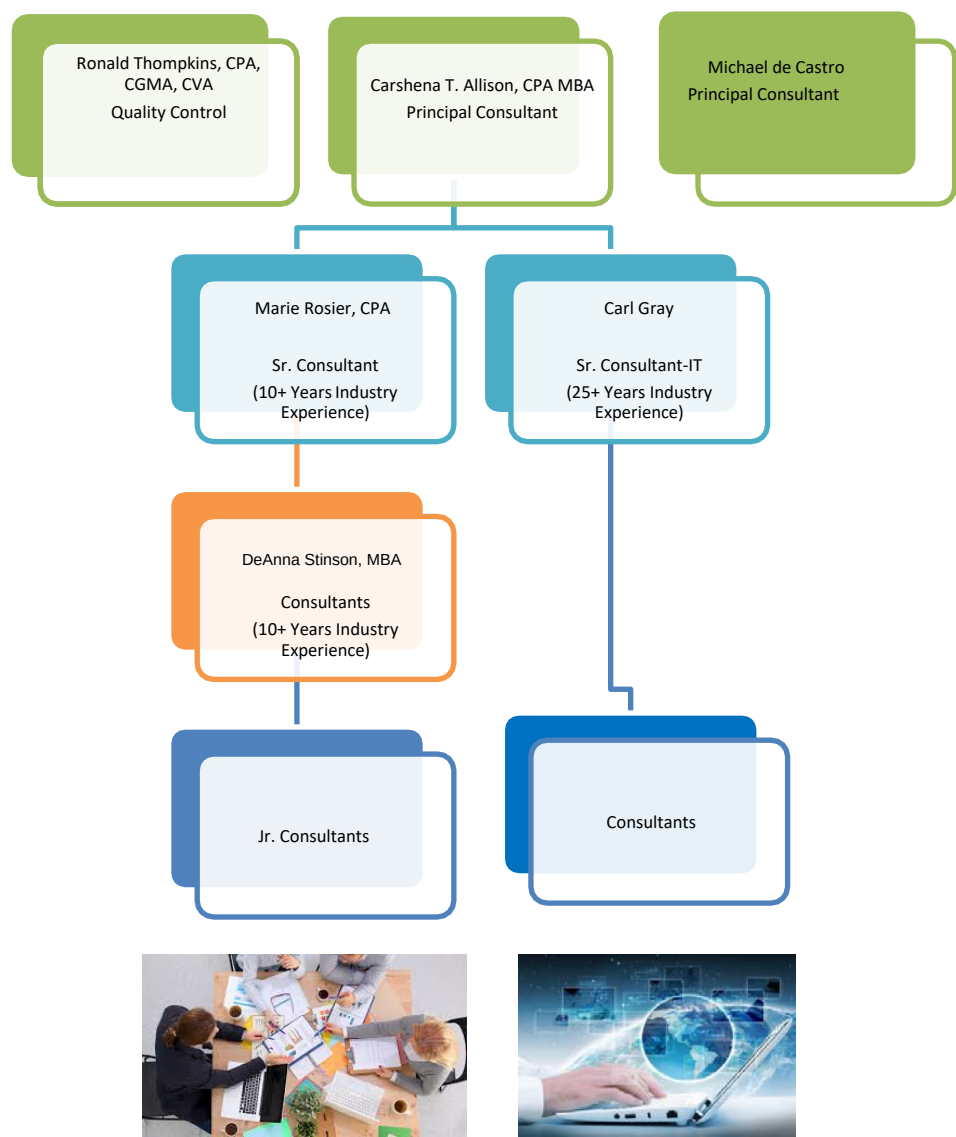
E. PROGRAM RESULTS AND PROGRAM FRAUD AUDITS

Our government and not for profit clients generally receive funding from governmental agencies. Program non-compliance and misappropriation of assets

Client Name:	Description of Services
City of Riviera Beach, Florida	Forensic audit performed on financial statements and utility functions. Recommendations were made to the city commissioners and management.
City of Wilton Manors, Florida	Forensic audit performed on financial statements . Recommendations were made to the city commissioners and management.
Lydecker Diaz, LLC	Forensic audit performed as part of litigation support related to fraud and misappropriation of federal government funds. Recommendations were made to the attorney along with a report indicating the dollars misappropriated and the control deficiencies allowing for its occurrence.

PROPOSED MANAGEMENT TEAM

Organization Chart



PROPOSED MANAGEMENT TEAM

Name	Title	Years at Firm	Experience With Public Entities	Professional Designations or Licenses	Peer Review Evaluations
Ronald Thompkins	Principal Consultant	32	40	CPA, GGMA, CVA	10
Carshena T. Allison	Engagement Partner	10	13	CPA, MBA	4
Al Lucas	Quality Control Partner	20	30	CPA, CIA, CISA	10
Marie Rosier	Sr. Consultant	4	11	CPA	4
DeAnna Stinson	Consultant	3	20	MBA	5
Carl Gray	Sr. Consultant-IT	6	10	CISA, CIEH,CPT	3

Engagement Partner

The Engagement Partner has overall responsibility for administration of Department's contract.

Principal Consultant

He will monitor day-to-day project activities and work directly with the Sr. Consultants and Consultants to review work quality, service requirements and schedule adherence. Participate in all meetings with the Department's financial management and members; Review all reports to be issued to ensure compliance with professional standards. He also will be the primary contact person.

Quality Control Partner

The Quality Control Partner has overall responsibility for the quality of the services rendered under the DEPARTMENT's contract. He will work directly with the Principal Consultant and Engagement Partner to assure work quality, service requirements and time schedule adherence.

Sr. Consultant

The Sr. Consultant will be responsible for the day-to-day performance of engagement team members. This includes responsibility for assuring the technical quality of the work performed, adhering to the professional standards, finalized working papers and schedule, and producing a quality report.

Sr. Consultant-IT

The Sr. Consultants-IT will be responsible for all IT work performed on the engagement and assure work quality and service requirements of the IT team.

Consultants

The Staff auditors will perform the detailed tests and analyses of audit service-type tasks, under the supervision of senior auditor.

Continuing Professional Education

To ensure compliance with AICPA and Government *Auditing Standards*, BCAWR requires all professional audit staff to maintain at least 80 hours of continuing education every two (2) years. In addition, each of the staff members and partners is required to satisfy the requirement of at least 24 hours annually of continuing education in relevant government auditing and accounting areas in accordance with the requirements of the "Yellow Book". Further, it is the policy of the Firm that all audit personnel be familiar with and adhere to the independence rules and regulations of the AICPA and *Government Auditing Standards*. BCAWR maintains an internal CPE tracking system for all professional staff that monitors and ensures that all staff meet CPE requirements per Yellow Book and AICPA standards.

Description of Firm's Approach to the Project

There are two factors that are absolutely essential for any Financial and Performance Audits project to be completed on time and with quality. The first necessary factor is that experienced professionals must manage the project efficiently and effectively. BCAWR's management team has successfully planned and implemented large, complex Financial and Performance Audits services involving teams of up to 10 consultants. As a result, our approach to project management is based on a well thought-out management plan that has been tested and proven on earlier engagement opportunities. BCAWR's management plan has the following characteristics:

- Establishing an organization structure that ensures that project management and work quality are given top priority.
- Assigning key personnel with the expertise, knowledge, and ability to perform at a superior level.
- Providing ongoing project monitoring and review both in the field and in the office.
- Ensuring continuous commitment of key personnel throughout the term of the engagement.
- Assigning a sufficient number of qualified support personnel.
- Ensuring consistent, effective communication with the client to ensure that objectives are understood, progress is communicated, performance feedback is given, and alternative courses of action are formulated and implemented when necessary.

The second necessary factor for a successful engagement is the people assigned to do the work. Based on experience gained from conducting hundreds of Financial and Performance Audits services engagements over the past 40+ years, we have learned that the people assigned to perform a Financial and Performance Audits services engagement is a significant determinant of the quality and success of any Financial and Performance Audits services engagement. For this reason and because we value the opportunity to serve the Department, BCAWR has assembled a project team made up of experienced Financial and Performance Audits services professionals who have hands-on experience conducting Financial and Performance Audits services engagements, and various pre and post contract Financial and Performance Audits services engagements for the Department and other state and local government agencies.

Approach and Discipline

BCAWR believes that the success of any Financial and Performance Audits services project can and should be measured. These measurements should include but not be limited to the number of noncompliance issues identified, meeting project deadlines, developing useful and value-added recommendations, and limiting the number of complaints regarding the Financial and Performance Audits services process. Thus, the success of this Financial and Performance Audits services project is highly dependent on the quality of overall project management. Therefore, it is imperative that adequate lines of coordination, communication, and authority be established among the project team members, with each project team member clearly understanding his or her role and responsibility. BCAWR has structured its project management team to ensure that any Financial and Performance Audits services project will be a success.

BCAWR's management team is composed of senior-level professionals who have numerous years of experience overseeing large engagements. Combined, our management team represents nearly 85 years of government Financial and Performance Audits services experience. Our management team members -- from the Principal Consultant level down to the consultant level -- all have hands-on experience managing similar types of engagements, and each understands the types of issues that arise and the need for project monitoring at each level of organization.

The availability and commitments of BCAWR staff will not be affected by their current or future assignments. The size and diverse resources of our firm will ensure that our proposed key personnel will be available as needed to serve the Department.

Financial and Performance Audits

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Should BCAWR be awarded the Financial and Performance Audits services work described in this RFP, we will assign the professionals that are included in this proposal and they will be assigned for the duration of the engagement. Key personnel with vital experience and skill will not be arbitrarily removed from a given assignment. Should a member of the Financial and Performance Audits services team leave the firm or is unable to fulfill their commitment due to extreme circumstances, we will replace the individual with a professional with similar experience and skill at the same billing rate. Any replacement staff will have prior approval by the Department. BCAWR has a low employee turnover rate, therefore, it is very unlikely that staff changes will occur, particularly in categories above the supervisory level.

Deliverables

- Draft Financial and Performance Audits services plan
- Entrance conference with the Department and each Customer
- Deliverables will include bi-monthly progress reports to designated liaison at the Department which will include planned versus actual benchmarks; status of any open pre- Financial and Performance Audits services documents requested; significant matters identified to date, if any; areas completed to date; and expectations for next reporting period followed by in-person meetings.
- Draft internal Financial and Performance Audits services report for each project
- Exit Conference with the Department and each Customer
- Final internal Financial and Performance Audits services report for each project

All reports rendered will consider what processes can be improved/opportunities to consider “best practices” learned at other clients. We feel one of the major advantages we have over a lot of other firms is to bring to the Department and its Customers what we are observing nationally at other clients.

Value Added Strategies

We have an experienced staff of trained personnel. We have committed to this engagement those Watson Rice personnel who have significant governmental experiences. The entire management team we are assigning to this proposed engagement has a considerable amount of governmental experience, in general and, specifically, with entities similar to the Department and its Customers.

Information Technology Approach

Our firm recognizes the significance of information technology in the public sector. As a result we prefer to use an EDP/ IT approach on all related engagements. Our Financial and Performance Audits services methodology integrates evaluation of IT systems into all phases of the engagement. Our information technology services specialists perform IT risk assessments and studies and evaluations of IT controls, and assist in the development and execution of computer-assisted operational/management techniques, including the application of statistical procedures. The objective of Information Technology (IT) Financial and Performance Audits services sup Financial and Performance Audits services port work is to provide value- added services that increase the efficiency and effectiveness of the Financial and Performance Audits services projects.

Our IT personnel are certified and knowledgeable subject matter experts (SME) in the area IT assurance. The team is familiar with transportation systems and the potential vulnerabilities that may affect them. The IT team develops a plan to include review and audit of the IT infrastructure and financial transactions within their financial management systems to verify integrity, confidentiality and availability of financial systems and operations.

Our IT Financial and Performance Audits services approach is tailored specifically for the particular Financial and Performance Audits services environments. We will work with you to identify areas of risk or significance and then channel our efforts into those areas.

As governmental organizations rely more heavily on technology to provide timely, complete, and accurate information in order to make critical business decisions and to comply with governing laws and regulations, Watson Rice has responded to the need for increased information security by creating the Information Technology Assurance & Control Group (ITAC). ITAC is a cadre of IT professionals and IT security specialists with extensive experience in multiple systems and platforms: from mainframe systems to LANs, from Unix to MVS. This team specializes in technology risk and vulnerability assessments, IT techniques, and security assessments. ITAC has significantly improved the service delivery process of Watson Rice and has clearly distinguished Watson Rice from its competitors. Through ITAC, Watson Rice provides superior services to existing and new clients through reviews and advisory services on emerging opportunities and threats relating to technology security.

Peer Review

BCAWR meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions latest revision (Government Auditing Standards “Yellow Book” and meets all specific requirements imposed by state or local laws or regulations. Quality assurance is a vital concern of BCAWR. The firm is a member of the American Institute of Certified Public Accountants (AICPA) and participates in the AICPA’s peer review program in which a peer CPA firm reviews BCAWR’s work papers and quality assurance program every three years to determine whether they meet GAGAS requirements and standards set by the AICPA. In our most recent review completed in September 2016 we received an unqualified opinion. We apply the same standards of quality assurance to our in-house operations as we do for our client engagements. Our management structure enables us to consistently provide high quality service and assure clients that problems can be resolved or, better, avoided. A copy of BCAWR’s last peer review report can be found at https://peerreview.aicpa.org/public_file_search.

Contract Attachment D

Authorized Services List

Category 2: Financial and Performance Audits

BCA Watson Rice LLP has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 84111600-20-1 for Financial and Performance Audits, Section IV. e) Services:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).
- Internal Controls Audits
- Economy and Efficiency Audits
- Program Results and Program Fraud Audits

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

Contract Name:	Management Consulting Services and Financial Performance Audits		
Contract Number:	84111600-20-1		
Contractor Name:	BCA Watson Rice LLP		
FEIN:	26-1936394	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.watsonrice.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Carshena T. Allison			
Email:	callison@watsonrice.com			
Phone:	305-947-1638	ext.		
Address:	12000 BISCAYNE BLVD STE 503			
City:	MIAMI			
State:	FL			
ZIP:	33181	+4:	2725	

Contract Administrator

Contact for escalated customer needs.

Name:	Carshena T. Allison			
Email:	callison@watsonrice.com			
Phone:	305-947-1638	ext.		
Address:	12000 BISCAYNE BLVD STE 503			
City:	MIAMI			
State:	FL			
ZIP:	33181	+4:	2725	

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: BCA Watson Rice LLP

Respondent Federal Employer Identification Number (FEIN #): 26-1936394

Authorized Signature:



Print Name: Carshena T. Allison

Title: Principal

Date: June 9, 2020

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity
certification of woman-, veteran, or
minority-owned small business
enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.



CONTRACT AMENDMENT NO.: 2

Contract No.: 84111600-20-1

Contract Name: Financial and Performance Audits

This Contract Amendment to Contract No. 84111600-20-1 ("Contract") is made by the State of Florida, Department of Management Services ("Department") and BCA Watson Rice LLP ("Contractor"), with its principal place of business located at 12000 Biscayne Blvd Ste 503, Miami, FL, 33181-2725, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on March 1, 2021, for the provision of Financial and Performance Audits;

WHEREAS the Parties agree to renew the Contract as provided for in Contract Attachment B, Special Contract Conditions, subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Contract Attachment B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. Contract Attachment H, Additional Special Contract Conditions, is hereby deleted, and replaced in its entirety with the attached Contract Attachment H, Additional Special Contract Conditions.

II. Contract Renewal. The Contract is renewed for a period of one year pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of February 28, 2025.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

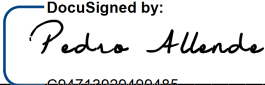
IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

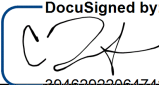


CONTRACT AMENDMENT NO.: 2
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

State of Florida:
Department of Management Services

Contractor:
BCA Watson Rice LLP

By:  DocuSigned by: C0471302040043E...

By:  DocuSigned by: 30462022064742A...

Name: Pedro Allende
Title: Secretary
Date: 2/23/2024 | 11:23 AM EST

Name: Carshena Allison
Title: Partner
Date: 2/19/2024 | 9:17 AM EST



CONTRACT ATTACHMENT H

ADDITIONAL SPECIAL CONTRACT CONDITIONS

- A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding

payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.



AMENDMENT NO.: 1

Contract No.: 84111600-20-1

Contract Name: Financial and Performance Audits

This Amendment ("Amendment"), to the Financial and Performance Audits State Term Contract No. 84111600-20-1 ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and BCA Watson Rice LLP ("Contractor"), collectively referred to herein as the "Parties."

WHEREAS the initial term of the Contract for the provision of financial and performance audits began on March 1, 2021; and

WHEREAS pursuant to Section 6.9, Modification and Severability, of Contract Attachment B, Special Contract Conditions, the Contract may be amended by mutual written agreement.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Contract Amendments.

- a. The attached Contract Attachment H, Additional Special Contract Conditions, is added in its entirety to the Contract
- b. Contract Section III is hereby deleted in its entirety and replaced with the following:

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include the Contract, as amended by this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Additional Special Contract Conditions, Contract Attachment H
- b) Special Contract Conditions, Contract Attachment B
- c) Contractor's submitted Cost Proposal, Contract Attachment A
- d) Customer Contract or Purchase Order(s)
- e) Contractor's submitted Technical Proposal, Contract Attachment C
- f) Authorized Services List, Contract Attachment D



AMENDMENT NO.: 1

Contract No.: 84111600-20-1

Contract Name: Financial and Performance Audits

g) Contractor Information Form, Contract Attachment E

h) No Offshoring, Contract Attachment F

h) Subcontracting, Contract Attachment G

c. Contract section IV, f (2), Minimum Number of RFQs Sent by Customer, of the Statement of Work, is hereby deleted in its entirety and replaced with the following:

Section IV, f (2), Minimum Number of RFQs Sent by Customer

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least one contractor available under the Financial and Performance Audits State Term Contract and authorized to provide the type of service being requested, to which to send its RFQ. MFMP sourcing will randomly select up to 25 contractors (or all contractors if fewer than 25) authorized to provide the requested service and automatically add them to the RFQ event.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit financial and performance audit services and shall send the RFQ document electronically via email to at least 25 contractors (or all contractors if fewer than 25) available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.



AMENDMENT NO.: 1
Contract No.: 84111600-20-1
Contract Name: Financial and Performance Audits

State of Florida:
Department of Management Services

BCA Watson Rice LLP

DocuSigned by:
By: Patrick Gillespie
16B191447D2C4C0...

Name: Patrick Gillespie

Title: Deputy Secretary of Business Operations

Date: 8/15/2022 | 3:55 PM EDT

DocuSigned by:
By: Carshena Allison
49073B1DA69C4FB...

Name: Carshena Allison

Title: Partner

Date: 6/25/2022 | 7:25 AM EDT



CONTRACT ATTACHMENT H ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of

the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.



CONTRACT AMENDMENT NO.: 3

Contract No.: 84111600-20-1

Contract Name: Financial and Performance Audits

This Contract Amendment No. 3 ("Amendment") to Contract No. 84111600-20-1 ("Term Contract") is made by the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **BCA Watson Rice LLP** ("Contractor"), with its principal place of business located at 12000 Biscayne Blvd., Suite 503, Miami, FL 33181; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on March 1, 2021 for an initial term of three years expiring on February 29, 2024, for the provision of Financial and Performance Audits;

WHEREAS the Parties executed Amendment No. 1 which, inter alia, incorporated by reference and attachment Contract Attachment H, Additional Special Contract Conditions;

WHEREAS the Term Contract provides for three years of renewals in Contract Attachment H, Additional Special Contract Conditions, section 2.2 Renewal;

WHEREAS, through Amendment No. 2, the Parties renewed the Term Contract for a period of one year, with a new Contract Expiration date of February 28, 2025, and incorporated by reference Contract Attachment H, Additional Special Contract Conditions;

WHEREAS the Parties agree to renew the Term Contract for a period of two years as provided for in Contract Attachment H, Additional Special Contract Conditions, section 2.2 Renewal; and,

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Contract Attachment B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.

All references to "Contract" contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

All references to Contract Attachment H, Additional Special Contract Conditions, in the Term Contract are hereby deleted.

Contract Attachment B, Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Contract Attachment B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein.



CONTRACT AMENDMENT NO.: 3

Contract No.: 84111600-20-1

Contract Name: Financial and Performance Audits

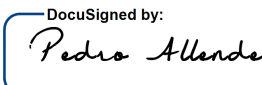
II. Contract Renewal. The Term Contract is renewed for a period of two years pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of February 28, 2027.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

By: 
C94713929499485...

Name: Pedro Allende

Title: Secretary

Date: 2/4/2025 | 6:06 PM EST

Contractor:
BCA Watson Rice LLP

By: 
39462922064742A...

Name: Carshena Allison

Title: Partner

Date: 2/3/2025 | 1:22 PM EST

ATTACHMENT B



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

- 5.1 Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.
- 5.2 Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.
- 5.3 Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.
- 5.3.1 Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

- 6.1 **Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.

- 6.2 **Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

- 6.3 **Price Decreases.** The following price decrease terms will apply to the Term Contract:

- 6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

- 6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

- 6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

- 6.4 **Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- 6.5 Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.
- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com/procurement/subcontractor-dealer-reseller-forms/). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
 Department's Name
 Department's Physical Address
 Department's Telephone #
 Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
 Contractor's Name
 Contractor's Physical Address
 Contractor's Telephone #
 Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

- 12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.
- 12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.
- 12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

- 14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 Term Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 Ad Hoc Sales Reports. The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.



The State of Florida
Department of Management Services
Request for Proposals (RFP)
Management Consulting Services
and
Financial and Performance Audits
RFP No: 06-80101500-J

Joel Atkinson, Procurement Officer
Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, Florida 32399-0950
(850) 487-0758
Joel.Atkinson@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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1 INTRODUCTION

1.1 Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events are subject to change. Any changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		03/17/2020
Deadline to submit questions in MFMP Sourcing	12:00 PM EST	03/27/2020
Department's anticipated posting of answers on the VBS		04/14/2020
Solicitation opens in MFMP Sourcing in "Open Status" and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/15/2020
Deadline to submit Proposals and all required documents in MFMP Sourcing	1:00 PM EST	04/28/2020
Public Opening Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950	1:01 PM EST	04/28/2020
Formal evaluations conducted		05/08/2020- 06/22/2020
Anticipated date to post Notice of Intent to Award		06/30/2020
Anticipated Contract start date		07/15/2020

1.2 Objective

The State of Florida (State), Department of Management Services ("Department" or "DMS"), invites interested vendors to submit Proposals in accordance with these solicitation documents for management consulting (Service Category 1) and financial and performance audit (Service Category 2) services. The purpose of the solicitation is to replace the current State Term Contracts (STCs) for both Management Consulting Services (MCS), No. 973-000-14-01, and Financial and Performance Audits (FPA), No. 973-000-14-02, for use by all Customers. Respondents may submit Proposals for either of, or both, the MCS and FPA services. The awards for each of the resulting STCs will be based on independently submitted, evaluated, and calculated Proposals. The two resulting STCs from this solicitation are intended to provide Customers with the capability to issue a Request for Quotes (RFQ) to Contractors which have at least five (5) years of relevant

experience in either management consulting services or financial and performance audits. The Department seeks to achieve service coverage throughout the State.

1.3 Background Information

The solicitation will be administered using MFMP Sourcing. The estimated 2018-19 annual spend for the current Management Consulting Services STC was \$18,416,318.91, and for the current Financial and Performance Audits STC was \$2,571,579.17. This estimated spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under any new contracts. Customers for these STCs include State agencies and Eligible Users.

1.4 Resulting Contract Term

The initial term of the STCs resulting from this solicitation will be three (3) years. Upon written agreement, the STCs may be renewed in whole or in part, in accordance with section 287.057(13), F.S. Any renewal is subject to the same terms and conditions set forth in the initial STC and any written amendments signed by the parties. Any renewal may not include any compensation for costs associated with the renewal. Any renewal is contingent upon the satisfactory performance of the Contractor and subject to the availability of funds.

1.5 Definitions

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code, Attachment B - Special Contract Conditions, and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

Commodity Code - The designation of a particular commodity and/or service within the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Respondent – A Vendor who submits a Proposal in response to this RFP.

State - The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

Vendor Bid System (VBS) – The State of Florida's official system for advertising competitive solicitations.

1.6 Procurement Officer

The Procurement Officer is the sole point of contact for this RFP.

Joel Atkinson
Category Manager, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.3Z, Tallahassee, FL 32399-0950
Phone: (850) 487-0758
Email: Joel.Atkinson@dms.myflorida.com

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.7 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following orders of priority (highest to lowest):

1.7.1 Order of Precedence as it related to Management Consulting Services

- a) Addenda to solicitation, if issued (in reverse order of issuance)
- b) Attachment A - Cost Proposal
- c) Attachment B - Special Contract Conditions
- d) Attachment C - Draft Contract - MCS
- e) Attachment E - Technical Proposal Instructions and Evaluation Criteria - MCS
- f) RFP and all other RFP attachments

1.7.2 Order of Precedence as it relates to Financial and Performance Audits

- a) Addenda to solicitation, if issued (in reverse order of issuance)
- b) Attachment A - Cost Proposal
- c) Attachment B - Special Contract Conditions
- d) Attachments D - Draft Contracts - FPA
- e) Attachment F - Technical Proposal Instructions and Evaluation Criteria - FPA
- f) RFP and all other RFP attachments

1.8 Commodity Code List

UNSPSC	Commodity Description
84111600	Audit Services
84111601	Year-end Audits
84111602	Quarterly Reviews
84111603	Internal Audits
84111703	Budget Preparation or Review Services
80101600	Project Management
80101500	Business and Corporate Management Consulting Services
93151600	Public Finance
93151607	Government Auditing Services

2 STATEMENT OF WORK

The purpose of this solicitation is to establish two STCs: one to provide management consulting services and the other to provide financial and performance audits. The services to be provided are described in the Statement of Work sections of the attached contracts (Section IV of Attachment C – Draft Contract for MCS services, and Section IV of Attachment D – Draft Contract for FPA services).

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3 RFP GENERAL INSTRUCTIONS

3.1 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intent to Award, excluding Saturdays, Sundays, and State holidays, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

3.2 Rejection of Proposal

The Department reserves the right to accept or reject all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. The Department may reject any Proposal not submitted in the manner specified by this solicitation.

Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or that fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions, but are permissive in nature. Where terms such as "must," "shall," "will," and "is required" are used, the attribute or condition is a requirement.

The Department reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so. Material deviations cannot be waived. A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the bid or on the cost to the Department.

3.3 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) Business Days prior to the scheduled event. If you are hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

3.4 Redacted Submissions

This subsection supplements section 19 of the PUR 1001.

If the Respondent considers any portion of the material submitted in response to this solicitation to be trade secret or otherwise confidential under Florida or federal law (Confidential Information), Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its Proposal. For each portion of material redacted, the Respondent must briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent should provide its name and the Department's solicitation name and number

and clearly title it “Redacted Copy.” Only portions of material that the Respondent claims are confidential are to be redacted.

In accordance with section 119.0701, F.S., sealed Proposals received by the Department pursuant to a competitive solicitation are exempt from public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After that time, if a public records request for such Proposals is submitted, the Department will provide the redacted copy, if any, in response to the request.

If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department will notify the Respondent of the demand or request. It will be the Respondent’s responsibility to take the appropriate legal action in response to the request or demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent’s determination that the redacted portions of its Proposal are Confidential Information. If a Respondent fails to submit a redacted copy of information it claims is Confidential Information in accordance with this section, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for these records.

3.5 Additional Information

The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the clarifying information or documentation as requested may result in the Proposal being deemed non-responsive.

3.6 Commitment to Diversity in Government Contracting

The State is committed to supporting its diverse business population through involving woman-, veteran-, and minority-owned small businesses in the state’s purchasing process. The Office of Supplier Diversity’s Mentor-Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned businesses. The award of subcontracts should reflect the vast array of citizens in the State. Respondents can search for certified business enterprises online in the Office of Supplier Diversity’s **Certified Vendor Directory** or by contacting (850) 487-0915 for more information on the Mentor Protégé Program.

3.7 Equal Proposals

If the Department receives equal Proposals eligible for award, the Department will comply with the following sections, as applicable: 295.187(4)(b), 287.057(11), 295.187(4)(a), 287.087, 287.082, and 287.092, F.S.

4 RFP SPECIFIC REQUIREMENTS

4.1 Response Contents

Note: The Department will not evaluate Proposals that do not contain the documents required by Sections 4.1.1 (Attachment G – Responsive Requirements) and 4.1.2 (Attachment A – Cost Proposal), which are minimum mandatory, responsiveness requirements, and any such Proposals will be deemed non-responsive. Note: Even if the Respondent submits a Technical Proposal for both the MCS and FPA services, only one (1) Attachment A, G, H, and I need to be submitted.

4.1.1 Attachment G – Responsive Requirements

The Respondent must submit a completed and signed Attachment G – Responsive Requirements, which includes the following elements:

4.1.1.1 The Respondent must certify that neither the Respondent, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, F.S., respectively.

4.1.1.2 The Respondent must certify that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited, to Section 6.1 of the RFP.

4.1.1.3 The Respondent must certify that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not participating in a boycott of Israel.

4.1.1.4 The Respondent must certify that it has paid all MFMP transaction fees due to the State through the date of the Proposal submittal.

4.1.1.5 The Respondent must certify that if awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Department of State prior to Contract execution. Pursuant to section 607.1501, F.S., a foreign corporation may not transact business in this State until it obtains a certificate of authority from the Florida Department of State. Website: www.sunbiz.org.

4.1.1.6 The Respondent must certify that, if awarded a Contract, the Respondent shall register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract.

4.1.1.7 Respondent certifies that its proposed Principal and Senior personnel have a minimum of ten (10) years of experience providing the services (for which it is submitting a Technical Proposal) described in Section IV of the Draft Contract (Attachment C – MCS and Attachment D – FPA).

4.1.2 Attachment A – Cost Proposal

The Respondent must submit the provided Attachment A – Cost Proposal. The Cost Proposal must include pricing for each Service Category for which the Respondent is submitting a Technical Proposal. For the Respondent to be considered for an award in a Service Category, the Respondent must submit pricing for all job titles for both the initial term and renewal term.

The Department will not consider or evaluate a Proposal for a Service Category that fails to provide pricing for all job titles for both the initial term and the renewal term.

Insert proposed prices in Attachment A – Cost Proposal, and upload it into the MFMP Sourcing application. Respondents should not change or alter Attachment A – Cost Proposal, when inserting proposed prices. Respondents should submit Attachment A – Cost Proposal, in Excel. Respondents should not convert Attachment A – Cost Proposal, to PDF or scan Attachment A – Cost Proposal. Respondents should not use a different price sheet or create their own price sheet. Cost Proposals not provided in the Attachment A Excel file in accordance with this subsection may be deemed nonresponsive.

4.1.3 Attachments E & F - Technical Proposal

The Respondent should submit a completed Technical Proposal containing the information suggested by Attachment E - Technical Proposal Instructions and Evaluation Criteria (for Service Category 1 – MCS) or Attachment F - Technical Proposal Instructions and Evaluation Criteria (for Service Category 2 - FPA). If the Respondent wishes to be considered for both MCS and FPA services, it should submit a separate Technical Proposal for each Service Category. The Respondent should note that even if it submits a Technical Proposal for each Service Category, the Technical Proposals will be evaluated separately. The Respondent should also note the 20-page limit discussed in Section 5.5.1, below.

4.1.4 Attachment H - Vendor Information

The Respondent should complete and submit Attachment H – Vendor Information.

4.1.5 Attachment I - No Offshoring

The Respondent should complete and submit Attachment I – No Offshoring.

4.2 Post-Award Requirements

The following documents are required to be provided to the Department prior to Contract execution:

4.2.1 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Florida Department of State prior to Contract execution. Pursuant to section 607.1501, F.S., a foreign corporation may not transact business in this state until it obtains a certificate of authority from the Florida Department of State. Website: www.sunbiz.org.

4.2.2 Florida Substitute Form W-9

If awarded a Contract, the Respondent shall complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

4.2.3 Attachment J – Subcontracting

If awarded a Contract, the Respondent shall complete Attachment J – Subcontracting, for any subcontractor it will use to provide services to meet the requirements of the Contract.

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5 RFP PROCESS OVERVIEW

5.1 Question Submission

The Department invites interested vendors to submit written questions regarding the solicitation through the MFMP Sourcing application. Vendors who have "joined" the MFMP Sourcing event may submit questions using the MFMP Sourcing "Messages" tab (referred to as the "Q&A Board" in PUR 1001). Questions may be submitted in MFMP Sourcing during the Preview Status until the question submission deadline listed in Section 1.1, Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001, which is incorporated by reference in Section 6.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions will be answered in accordance with the Timeline of Events. All answers to properly submitted questions will be posted on the Vendor Bid System. Respondents are reminded of the prohibitions on contact set forth in Sections 1.6 and 3.1, above. Each Respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department will not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Department's Procurement Officer. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Respondents are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the question period.

5.2 Addenda to the RFP

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Respondent's responsibility to check for any changes to a solicitation prior to submitting a Proposal.

5.3 Public Opening

Proposals will be opened on the date and at the location indicated in Section 1.1, Timeline of Events. Respondents are not required to attend. The Department does not announce prices or release other materials at this public meeting, pursuant to section 119.071(1)(b), F.S.

5.4 Technical Evaluation

The Evaluators will independently review and score the Technical Proposals received from responsive and responsible Respondents using the evaluation criteria described in Attachment E - Technical Proposal Instructions and Evaluation Criteria (MCS) and Attachment F - Technical Proposal Instructions and Evaluation Criteria (FPA).

If a Respondent submits Technical Proposals for both Service Categories, each Technical Proposal will be scored independently (e.g., Evaluator will not use information from the MCS Technical Proposal in their evaluations of the FPA Technical Proposal).

5.5 Basis of Award

Contract(s) will be awarded to the responsible and responsive Respondent(s) in each Service Category whose Proposal(s) is determined in writing to be the most advantageous to the State, taking into consideration the Cost Proposal and Technical Proposal as follows:

The Department intends to issue an award(s) for Management Consulting Services and an award(s) for Financial and Performance Audits under separate STCs to the Respondent(s) with the highest total final score in each Service Category, which will be calculated by the Procurement Officer by combining the average of the Evaluator technical scores and the Cost Proposal score. If a Respondent submits a Technical Proposal and a Cost Proposal for both categories, the Technical Proposal and Cost Proposal for each Service Category will be evaluated and scored separately. The Department reserves the right to make multiple awards per Service Category to Respondents whose total final score is within 20% of the highest total final score for that Service Category. The methodology for scoring each Service Category is outlined below:

Proposal	Available Points
A. Technical Proposal (Attachment E for MCS and Attachment F for FPA)	130
B. Cost Proposal (Attachment A)	70
Total Available Points for a Service Category (A + B)	200

A Respondent may receive awards for either or both of the Service Categories in accordance with the terms of the RFP. However, the Department reserves the right to make no award in either or both Service Categories, as determined to be in the best interest of the State.

5.5.1 Technical Proposal - 130 Available Points for a Service Category

The Respondent will be awarded up to 130 points for a Service Category based on its submitted Technical Proposal in accordance with the evaluation criteria outlined in the Technical Proposal Instructions and Evaluation Criteria (Attachment E for MCS and Attachment F for FPA). Only the Technical Proposal document submitted by the Respondent will be provided to the Evaluators for evaluation (i.e., the Evaluators will not consider other documents provided in the Proposal when completing their evaluations). If a Respondent submits a Technical Proposal for both categories, each Technical Proposal will be independently evaluated.

Technical Proposals for each Service Category should be no more than 20 pages in length. If the Technical Proposal exceeds 20 pages, only the first 20 pages will be provided to the Evaluators (Note: cover pages and tables of contents are included in the 20-page limit).

5.5.2 Cost Proposal - 70 Available Points for a Service Category

The Department will consider the total cost for each year of the Contract, including renewal years, as submitted by the Respondent. The Respondent is required to submit in its Cost Proposal not-to-exceed pricing for all five job titles (Principal Consultant, Senior Consultant, Junior Consultant, Consultant, and Program and Administrative Support) for both the initial term and renewal term for each Service Category for which the Respondent is seeking to offer services. The Department will not consider or evaluate a Proposal for any Service Category that fails to provide pricing for all five job titles for both the initial term and renewal term. The Respondent will be awarded up to 70 points for a Service Category for its submitted Cost Proposal. The Respondent will receive points based on the following methodology:

5.5.2.1 Service Category 1: Management Consulting Services

The Respondent's Calculated Hourly Rate will be calculated by the Department using the following formula and used for scoring purposes only:

(Sum of Initial Term Hourly Rates for all five Job Titles x 0.6) +
(Sum of Renewal Term Hourly Rates for all five Job Titles x 0.4) =
Calculated Hourly Rate for Service Category 1

The Respondent with the lowest Calculated Hourly Rate for Service Category 1 will receive 70 points. Other Respondents will receive points based on the following formula:

$$(X \div N) \times 70 = Z$$

Where:

X = lowest Calculated Hourly Rate for Service Category 1 of all responses

N = Respondent's Calculated Hourly Rate for Service Category 1

Z = points awarded

5.5.2.2 Service Category 2: Financial and Performance Audits

The Respondent's Calculated Hourly Rate will be calculated by the Department using the following formula and used for scoring purposes only:

(Sum of Initial Term Hourly Rates for all five Job Titles x 0.6) +
(Sum of Renewal Term Hourly Rates for all five Job Titles x 0.4) =
Calculated Hourly Rate for Service Category 2

The Respondent with the lowest Calculated Hourly Rate for Service Category 2 will receive 70 points. Other Respondents will receive points based on the following formula:

$$(X \div N) \times 70 = Z$$

Where:

X = lowest Calculated Hourly Rate for Service Category 2 of all responses

N = Respondent's Calculated Hourly Rate for Service Category 2

Z = points awarded

5.6 Electronic Posting of Notice of Intended Award

The Department will electronically post a Notice of Intent to Award on VBS on or around the date set forth in Section 1.1, Timeline of Events. The Notice of Intent to Award will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.177, F.S.

5.7 Firm Response

The Department intends to award a Contract(s) within six (6) months after the date of the Notice of Intent to Award, during which period Proposals will remain firm and may not be withdrawn. If an award is not made within six (6) months, all Proposals will remain firm until either the Department awards the Contract(s) or the Department receives from the Respondent written notice that the Proposal is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

5.8 Modification or Withdrawal of Proposal

A Respondent is responsible for the content and accuracy of its Proposal(s). A Respondent may modify or withdraw its Proposal(s) at any time prior to the Proposal due date set forth in Section 1.1, Timeline of Events.

5.9 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this RFP are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other vendor or Respondent as to any matter related to the Proposal being submitted. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit, or not submit a Proposal.

5.10 Contract Formation

The Department may issue a Notice of Intent to Award to successful Respondent(s). However, no contract shall be formed between a Respondent and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into the Contract(s) with Respondent(s) pursuant to Section 5.5, Basis for Award. No additional documents submitted by a Respondent shall be incorporated in the Contract unless they are specifically identified, incorporated by reference, and approved by the Department.

6 GENERAL INSTRUCTIONS

6.1 General Instructions

PUR 1001, the General Instructions to Respondents, as modified by this RFP, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Proposals

Proposals shall be submitted in accordance with Section 6.2 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 5.2 of this solicitation.

The following section of the PUR 1001 (General Instructions) is modified as follows:

Section 9. Respondent's Representation and Authorization.

In submitting a Proposal, each Respondent understands, represents, and acknowledges the following.

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last 10 years been convicted or found liable for any act prohibited by law in any jurisdiction that involves conspiracy or collusion with respect to bidding on any public contract.*

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The product offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Proposal.
- The Respondent shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Proposal.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Proposal. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.

6.2 How to Submit a Proposal in MyFloridaMarketPlace

6.2.1 MFMP Registration

In order to submit questions regarding this solicitation, and to submit a Proposal in response to the solicitation, a Respondent must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the solicitation, the vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of its MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP at <https://vendor.myfloridamarketplace.com/>.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the 'Commodity Selections' section, ensure that you have selected the matching commodity codes used in this solicitation. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the vendor community, as a courtesy, based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take forty-eight (48) hours to take effect.

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, review the IE Compatibility Job Aid on the following webpage:

https://www.dms.myflorida.com/media/state_purchasing/mfmp_files/buyers/new_ie_compatibility_job_aid

ALL VENDORS MUST 'JOIN' THE MFMP SOURCING EVENT BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

6.2.2 MFMP Sourcing Phases

A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing. Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, and intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

Preview Status

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, vendors without a matching commodity code can only preview the MFMP Sourcing event. Vendors with a matching commodity code can 'Join' the event, view and download solicitation documents, and accept the 'Respondent's Agreement.'

Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. Questions must be submitted by the deadline for questions listed in Section 1.1, Timeline of Events, above.

The solicitation will remain in 'Preview' status until the 'Open' status begins.

Open Status

The solicitation will be in 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all registered vendors with a matching commodity code who 'Join' the MFMP Sourcing event and accept the 'Respondents Agreement' may submit Proposals until the Proposals due date and time listed in Section 1.1, Timeline of Events, above.

The solicitation will remain in 'Open' status until the Proposals due date and time.

Pending Selection Status

After the Proposals due date and time, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

Completed Status

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Proposals has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

6.2.3 MFMP Training

MFMP University offers Vendor training materials on the Department's website at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors.

For vendors responding to this solicitation, it is highly recommended that vendors review the training provided via this link for Responding to Electronic Solicitations:

https://www.dms.myflorida.com/content/download/140134/903704/Responding_to_Electronic_Solicitations.pdf

Please visit [MFMP University](#) to access online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

6.2.4 MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

RFP ATTACHMENTS

- Attachment A - Cost Proposal (must be submitted prior to RFP opening)**
- Attachment B - Special Contract Conditions**
- Attachment C - Draft Contract - MCS**
- Attachment D - Draft Contract – FPA**
- Attachment E - Technical Proposal Instructions and Evaluation Criteria - MCS**
- Attachment F - Technical Proposal Instructions and Evaluation Criteria - FPA**
- Attachment G - Responsive Requirements (must be submitted prior to RFP opening)**
- Attachment H - Vendor Information**
- Attachment I - No Offshoring**
- Attachment J - Subcontracting**

Attachment A: Cost Proposal
Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits

Respondent Name	
------------------------	--

INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant		
Senior Consultant		
Consultant		
Junior Consultant		
Program and Administrative Support		

Service Category 2: Financial and Performance Audits		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant		
Senior Consultant		
Consultant		
Junior Consultant		
Program and Administrative Support		

Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Attachment C
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This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Insert Contractor Name** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 15, 2020. The Contract shall expire on July 15, 2023, unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’s submitted Technical Proposal, Contract Attachment C
- e) Vendor Information Form

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Management Consulting Services (MCS). This includes the provision of expert advice, assistance, guidance, or counseling in support of Customer’s mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services

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are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached price sheet provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

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2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying a broad set of subject matter and technical expertise

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- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, shall provide include, but are not limited to:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.
- Assistance with process and productivity improvement.

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- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.
- Other MCS-related services as agreed upon by the Contractor and Customer.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract to which to send its RFQ.

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MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

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k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Attachment H from the underlying RFP) changes during the life of the Contract, then the Contractor shall update the attachment and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ten (10) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, ten (10) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer

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Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

Contractor's Contract Manager:

[Insert Contractor Manager Name]

[Insert Contractor name]

[Insert Contractor's physical address]

Telephone: [(XXX) 555-XXXX]

Email: [jane.doe@business.gmail.com]

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Insert Contractor Name

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

[Name]

Rosalyn Ingram,
Chief Procurement Officer and Director of State
Purchasing

Date:

Date:



Attachment D
State Term Contract 84111600-20-1
For
Financial and Performance Audits

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Insert Contractor Name** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 15, 2020. The Contract shall expire on July 15, 2023, unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Contractor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Contractor’s submitted Technical Proposal, Contract Attachment C
- e) Vendor Information Form

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the

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financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached price sheet provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships

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For

Financial and Performance Audits

- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs
- Training Customer personnel through formal classroom courses, workshops. or seminars

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4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

The services the Contractor, through its personnel, shall provide include, but are not limited to:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

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- Internal Controls Audits
 - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
 - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
 - Assess business practices.
 - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
 - Assess duplication of effort by employees and identify work that serves little or no purpose.
 - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
 - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
 - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
 - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
 - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
 - Determine the extent to which a program achieves a desired level of program results.
 - Assess the effectiveness of the program and/or individual program components.
 - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
 - Assess compliance with laws and regulations applicable to the program
- Other FPA-related services as agreed upon by the Contractor and Customer.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.

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- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will

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apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

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i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information form (Attachment H from the underlying RFP) changes during the life of the Contract, then the Contractor shall update the attachment and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ten (10) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract

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Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, ten (10) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

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For
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o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.8X
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

Contractor's Contract Manager:

[Insert Contractor Manager Name]
[Insert Contractor name]
[Insert Contractor's physical address]
Telephone: [(XXX) 555-XXXX]
Email: [jane.doe@business.gmail.com]

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

Insert Contractor Name

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

[Name]

Rosalyn Ingram,
Chief Procurement Officer and Director of State
Purchasing

Date:

Date:

Attachment E

Technical Proposal Instructions and Evaluation Criteria

Service Category 1: Management Consulting Services

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment E should be labeled “Technical Proposal – Service Category 1: Management Consulting Services”. Do not submit **more than 20 pages in aggregate for Experience and Proposed Solution, including cover page and table of contents**. If the Respondent would also like to be considered for Service Category 2 – Financial and Performance Audits, the Respondent should submit a separate Technical Proposal for Service Category 2 using Attachment F – Technical Proposal Instructions and Evaluation Criteria (Service Category 2: Financial and Performance Audits). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	75
2. Proposed Solution	55
Total Available Points for Technical Proposal for Service Category 1	130

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent’s relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 1. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Management Consulting Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent’s Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Management Consulting Services.	0
Respondent demonstrates a minimal level of quality, depth, or relevance in experience in providing Management Consulting Services.	25
Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Management Consulting Services.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Management Consulting Services.	75

2. Services – 55 Available Points

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which demonstrates the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its proposal for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 1 will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Management Consulting Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide the services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	55

Attachment F

Technical Proposal Instructions and Evaluation Criteria

Service Category 2: Financial and Performance Audits

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment F should be labeled “Technical Proposal – Service Category 2: Financial and Performance Audits”. Do not submit **more than 20 pages in aggregate for Experience and Proposed Solution, including cover page and table of contents**. If the Respondent would also like to be considered for Service Category 1 – Management Consulting Services, the Respondent should submit a separate Technical Proposal for Service Category 1 using Attachment E – Technical Proposal Instructions and Evaluation Criteria (Service Category 1: Management Consulting Services). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	75
2. Proposed Solution	55
Total Available Points for Technical Proposal for Service Category 2	130

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent’s relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 2. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Financial and Performance Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent’s Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Financial and Performance Audits.	0
Respondent demonstrates a minimal level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	25
Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	75

2. Services – 55 Available Points

In its Technical Proposal, the Respondent should fully describe its solution for carrying out Service Category 2 services, which demonstrates the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and offer diverse knowledge and skillsets. The Respondent may demonstrate its proposal for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 2 will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Performance and Financial Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide the services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide the services statewide and to offer diverse knowledge and skillsets.	55

Attachment G Responsive Requirements

RESPONSIVE REQUIREMENTS	APPLICABLE SERVICE CATEGORY
The Respondent certifies that neither the Respondent, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in section 287.133 and section 287.134, Florida Statutes, respectively. (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited to Section 6.1 of the RFP. (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that the Respondent is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel. (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that it has paid all MFMP transaction fees due to the State of Florida through the date of the Proposal submittal.	Service Categories 1 and 2
The Respondent certifies that, if awarded a Contract, the Respondent shall provide the Department with a PDF file of its current and active registration with the Department of State prior to contract execution. Pursuant to section 607.1501, F.S., a foreign corporation may not transact business in this state until it obtains a certificate of authority from the Florida Department of State. Website: www.sunbiz.org . (Certifying by signature below)	Service Categories 1 and 2
The Respondent certifies that, if awarded a Contract, the Respondent shall register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. (Certifying by signature below)	Service Categories 1 and 2
Respondent certifies that its proposed Principal and Senior personnel have a minimum of ten (10) years of experience providing the services (for which it is submitting a Technical Proposal) described in Section IV of the Draft Contract (Attachment C – MCS and Attachment D – FPA). (Certifying by signature below)	Service Categories 1 and 2

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Responsive Requirements listed above.

Company Name

Name of Respondent's Authorized Representative

Signature of Respondent's Authorized Representative

Date

Attachment H Vendor Information

Please ensure the vendor information provided in this form matches the MyFloridaMarketPlace (MFMP) Vendor Registration account information: Florida Vendor Information Portal. DO NOT CHANGE THE FORMAT OF THIS FORM.		
VENDOR NAME:		
VENDOR FEID NO.:		
VENDOR FEID MFMP LOCATION SEQUENCE NO.		
STREET ADDRESS:		
CITY, STATE and ZIP:		
WEBSITE ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
FAX NO.:		
CERTIFIED BUSINESS ENTERPRISE	Yes ____ No ____	
CERTIFIED BUSINESS ENTERPRISE CODE (IF APPLICABLE)		
FLORIDA CLIMATE FRIENDLY PRODUCTS	Yes ____ No ____	
AUTHORIZED RESELLERS	Yes ____ No ____	
AUTHORIZED RESELLERS (LIST IF APPLICABLE)		
COVERAGE AREA (STATEWIDE/REGIONAL/SPECIFIC COUNTIES)		
MFMP CATALOG	Yes ____ No ____	
MFMP CATALOG TYPE (PUNCHOUT, LINE ITEM)		
Person Responsible for Administering The Contract		
NAME:		
TITLE:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		

TOLL-FREE NO.:		
CELL PHONE NO.:		
FAX NO.:		
Ordering and Remit-To Information - Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide a website address.		
REMIT-TO:		
REMIT-TO STREET ADDRESS:		
REMIT-TO CITY, STATE and ZIP CODE:		
REMIT-TO EMAIL and/or WEBSITE ADDRESS:		

Attachment I No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name:

Respondent Federal Employer Identification Number (FEIN #): _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

**Attachment J
Subcontracting**

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise	Yes _____	No _____
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W-9 verification:	Yes _____	No _____
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In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.



Request for Proposals (RFP)
Management Consulting Services
and
Financial and Performance Audits

No. 06-80101500-J

ADDENDUM NO. 1

Questions and Answers
RFP Amendments

Contained herein are the responses to the questions submitted to the Department of Management Services (Department). The Department hereby amends Request for Proposals No. 06-80101500-J as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the Reply.

The Department has received the following questions from the vendor community through the MFMP Sourcing Tool and answers are provided in the following table:

#	Question	Answer
1.	Have you performed an Enterprise Risk Assessment?	No.
2.	Do you have a 3-year audit plan that you can share? If a 3-year audit plan is in place, what year are you in the plan?	This solicitation is for a State Term Contract that will allow Customers the ability to purchase needed services. Each Customer will have unique needs.
3.	Do you have Internal Auditors and IT Auditors that you are planning to augment?	See #2 above.
4.	Does the Internal Audit team utilize Data Analytics or Continuous Controls Monitoring tools?	See #2 above.
5.	Are you looking to perform Forensic and Fraud reviews?	See #2 above.
6.	Do you follow the Generally Accepted Government Auditing Standards, GAGAS, commonly referred as the Yellow Book standards?	See #2 above.
7.	Does a vendor have to supply all services (i.e., those listed in section 4e of the state term contract) within a service category?	Yes.
8.	May we submit our questions in a Word document, attached to a message like this one?	Questions must be submitted as outlined in Section 5.1 of the RFP.
9.	1.2 Objective - Who holds the current State Term Contracts (incumbents)?	The list of vendors for the current contracts can be found here: Management Consulting Services: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services/contractors

		Financial and Performance Audits: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/financial_and_performance_audits/contractors
10.	6.1 General - Are the Representation and Authorization to be submitted with the proposal response?	Submission of the Proposal constitutes this representation and authorization. However, if the Respondent needs to disclose information related to the representation and authorization (for example, to inform the Department of all convictions of the firm), it must include such additional information in its Proposal. See the modification of Section 9 of the PUR 1001, "Respondent's Representation and Authorization," located in Section 6.1 of the RFP.
11.	6.2.1 MFMP Registration - This references a date by which the vendor must be registered as identified in the Time line of events. It is unclear from the timeline of events what this date is.	See this addendum's modifications to RFP, subsection 6.2.1, MFMP Registration, found below.
12.	Attachment A – Cost Proposal - The instructions indicate this must be submitted in Excel. The attachment is a PDF.	An Excel copy of Attachment A – Cost Proposal can be found in the MFMP Sourcing application.
13.	Attachment A – Cost Proposal - The instructions state the pricing shall be in dollars; amounts cannot include fractions of cents (e.g., \$0.005. Please clarify if the pricing can include cents (e.g., \$0.05) if properly rounded to exclude fractions of cents or are you instructing the prices are in round dollars?	See this addendum's modifications to Attachment A, Cost Proposal, found below.
14.	Attachment B – 3.2.2 Preferred Pricing - Our GSA Schedule Contract with the Federal Government contains a Pricing Clause that limits the flexibility with respect to rates offered. The GSA contract requires that the federal government and their eligible organizations/users receive the lowest price for the type of services outlined in this solicitation. Please clarify that preferred pricing is for comparable contracts outside this limitation!	We believe that Attachment B, Section 3.2.2, is clear as written.
15.	Attachment B – 3.7 Transaction Fees - Should the transaction fees be included as part of the proposed rates? How will this affect the affidavit that the rates offered do not exceed rates offered under comparable contracts, when those contracts may not include a transaction fee?	Submitted rates should include any costs associated with providing the proposed service, except travel, as outlined in Section 3.5 of Attachment B.
16.	12.2 Payment Audit - Please explain the documentation, described as accounting records and supporting documents, that would subject to audit to support payments under a time & materials (T&M) type of contract?	We believe that Attachment B, Section 12.2, is clear.
17.	Attachment D – FPA – Section IV, Statement of Work, paragraph e., Services - Must the vendor have expertise in all areas listed (i.e., financial statements, segment audits, internal controls, economy, and program result/frauds) in order to successfully propose or is the State looking for vendors with expertise in each area separately? For example, we specialize in internal controls and program audits (including performance audits) but we do not do basic financial statement audits. Does this preclude us from bidding or preparing a responsive proposal in the view	The RFP lists two categories of services. Respondents are not required to respond to both categories but are required to provide pricing for all job titles within the category they are responding to.

	of the State as the evaluation criteria does not differentiate the different types of services and only provides four categories of scoring.	
18.	Attachment D – FPA – Section IV, Statement of Work, paragraph o., Contract Transition - What level of effort is anticipated with contract transition that the vendor shall assume all expenses related to? Is there no limit to the amount of expenses that are the sole responsibility of the vendor to absorb or the timeline during which those expenses may be incurred?	Section IV. o) of Attachment D provides some non-exhaustive examples of the transition services that the Contractor may be required to provide (attending meetings, answering questions). Any expenses that may be incurred by the Contractor in transitioning to the Contract are not reimbursable and are the responsibility of the Contractor.
19.	Can we have a mutual indemnification?	No.
20.	As indemnification is broad, can there be cap on liability?	No.
21.	Regarding limitations of liability there is no cap. Can we agree to a cap either multiple of fees or fixed dollar amount?	No.
22.	The RFP states (page 20 of 20) that Attachment A – Cost Proposal and Attachment G – Responsive Requirements must be submitted prior to RFP opening. Please clarify if any documents should be provided in advance and the date for which submission of the documents is required.	Section 4.1 of the RFP outlines the documents to be included in Respondent's Proposal. If Attachment A and Attachment G are not included or are not completed properly, then the Proposal will not be evaluated. Section 4.2 of the RFP outlines documents that may be submitted after opening but prior to Contract execution. No documents are required to be submitted earlier than the submission date/time for Proposals.
23.	We would like to get clarification on Job Titles/Duties. On page 2 of Attachment C, it indicates we must identify 5 key personnel in our proposal, including Principal Consultant, Senior Consultant, Consultant, Junior Consultant, and Program and Administrative Support. Since the SOW lists various elements for management consulting services, do we have to identify these 5 personnel titles for each scope of work element?	That is not a requirement specified in the RFP. Respondent's Technical Proposal is limited to a total of 20 pages of information that the Respondent determines is the best representation of Respondent's experience and solution. Evaluators will evaluate Technical Proposals against the evaluation criteria set forth in the RFP.
24.	Per the State Term Contract No. 973-000-14-01 and No. 973-000-14-02 Exhibit B: General Contract Conditions 4 (b) Best Pricing Offer During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price. Per the RFP No: 06-80101500-J Attachment B 3.2.2 Preferred Pricing	No.

	The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause. As we are a large firm with contracts throughout the United States a Preferred Pricing clause is difficult to manage. In addition, the clause was not included in the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02 as currently written. Will the Department consider deleting the clause? The clause is generally not part of Professional Service Contracts.	
25.	Per the State Term Contract No. 973-000-14-01 and No. 973-000-14-02 Exhibit B: General Contract Conditions 19. Indemnification The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the	No.

	Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld. Per the RFP No: 06-80101500-J Attachment B 7.5 Indemnification To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The clause in the current RFP is broad and may be unallowed per our professional Standards. Will the Department consider changing the current clause to match that of the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02?	
26.	Per the State Term Contract No. 973-000-14-01 and No. 973-000-14-02 Exhibit B: General Contract Conditions	No.

	20. Limitation of Liability For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. Per the RFP No: 06-80101500-J Attachment B 7.6 Limitation of Liability Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. This clause has changed from the previous contract. Will the Department consider changing the current clause to match the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02 providing for a limitation to the "greater of	
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	\$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order”?	
27.	Per the State Term Contract No. 973-000-14-01 and No. 973-000-14-02 Exhibit B: General Contract Conditions 31. Dispute Resolution Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, and the parties waive any right to jury trial. Per the RFP No: 06-80101500-J Attachment B 5.2 Dispute Resolution, Governing Law, and Venue Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights, it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department. Will the Department add “and the parties waive any right to jury trial” as was in the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02?	No.

28.	RFP No: 06-80101500-J Attachment B 6.7 Time is of the Essence Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach. This clause was not in the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02. Will the Department consider removing this clause as there is not time frame for each potential project included in the contract? Without a specified timeframe for performance identified one cannot agree to a Time is of the Essence clause.	No.
29.	RFP No: 06-80101500-J Attachment B 11.3.2 Liquidated Damages The Contractor acknowledges that delayed performance will damage the Department Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict	No.

	accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part. This clause was not in the previous State Term Contract No. 973-000-14-01 and No. 973-000-14-02. Will the Department consider removing this clause from the contract?	
30.	Will there be an opportunity to negotiate the Terms and Conditions of the Contract prior to execution if we are selected as a vendor?	No. This procurement is being conducted as a Request for Proposals (RFP), which does not include a negotiation phase.
31.	Does the State intend for respondents to add headers and footers to completed Attachments A, G, H, and I in proposal responses, or is this optional?	It is unclear what headers or footers would be needed. No headers or footers are contemplated for these documents.
32.	Does the State intend for respondents to include a cover page and table of contents for Service Category proposal responses, or is this optional?	Cover Pages and Tables of Contents are not required and, if included, will be counted against the 20-page proposal limit as outlined in RFP Section 5.5.1, Technical Proposal - 130 Available Points for a Service Category.
33.	Attachment B Special Contract Considerations, Section 7.4 references Performance Bond. As this RFP is for consulting services, will a performance bond be required for any work under the contract?	This depends upon requirements included in a Customer-specific SOW/RFQ.
34.	Attachment C, State Term Contract, Section IV.g, Department-Specific Financial Consequences: Are firms on the State Contract requirement to submit quarterly sales report or Transaction Fee Reports during time periods when they are not actively working on any projects?	Yes. Contractors will be required to submit reports indicating no sales during the reporting period.
35.	Attachment C, State Term Contract: Will the state consider negotiating minor changes requested to the contract terms and conditions / language?	No. See #30.

36.	How many firms will the State select in each Service Category (SC1 Management Consulting Services and SC2 Financial and Performance Audits)?	The Department does not have a specific number of Contractors for award. See Section 5.5, Basis of Award, for selection methodology.
37.	Are resumes included within the 20-page limit to Attachment E or F?	The Technical Proposals for Category 1 and Category 2 are limited to 20 pages each. Any documents submitted as part of the Technical Proposal will count towards the 20-page limit and evaluators will evaluate only those documents submitted as part of the Technical Proposal.
38.	The RFP package includes an EXCEL file, "Management Consulting Services and Financial and Performance Audits (Doc145781)." It appears that the only information to be completed in this file is on the Respondent Submission tab, and we are to upload our Cost Proposal and Technical Proposal into the indicated cell of the worksheet. Is this correct? Are we to enter any information in the columns titled Description, Alternative, or Answer?	The only Excel file included is Attachment A, Cost Proposal. Respondents would only include their pricing for the Job Titles. The Cost Proposal and the separate Technical Proposal would be submitted in the designated upload area of the "Respondent Submission" section in the MFMP Sourcing application. If additional assistance is needed using the MFMP Sourcing application please see Section 6.2.4, MFMP Assistance.
39.	Please clarify if the total page allocation for Service Category 1 and 2 is 20 pages, or if there is a limit of 20 pages per Service Category (40 total)?	Technical Proposals for Category 1 (Management Consulting Services) and Category 2 (Financial and Performance Audits) are two separate Proposals and are limited to 20 pages each.
40.	Are resumes included within the 20 page Technical Proposal allocation?	Yes. See #37.
41.	Please clarify if the duties listed under "Program and Administrative Support" under c. Job Titles, are responsibilities of a key position of the MCS Service Category, or the overarching duties of the Contractor? If these duties are assigned to a role, please clarify the position title.	We believe that the description is clear that this is a "position."
42.	Please clarify that the intent of this solicitation is to establish a pool of vendors for each Service Category. If so, is there a limit to how many vendors will be chosen for each category?	See #36.
43.	Could the State provide us with a sampling of the agencies that utilized the MCS STC from 2018-2019?	See Appendix A below.
44.	Attachment E - Is there a limit to how many resumes the State would like to see proposed for each Service Category position?	There is no limit except that the Technical Proposal must not exceed 20 pages for each service category.
45.	Reference: Section 6.1 and Attachment G Question: Sections 6.1 and Attachment G require that respondents certify they agree to all contract terms and conditions. As some respondents may not be able to submit proposals without modifications/exceptions to the terms and conditions, will the State please consider revising this language to allow for proposed edits to terms and conditions, subject to final negotiation with the State?	No. See #30.
46.	Reference: 4.1.2, 5.5.2 Cost Proposal, Attachment A – Cost Proposal, Contract Terms and Conditions Question: The referenced sections require that respondents provide hourly rates for each job title. Given that some of the resulting scopes of work under the MSA will use project/deliverable-based pricing and that some companies do not price on an hourly basis, will the State allow offerors to propose	No. See Section IV. b), Pricing, of Attachment C and Attachment D.

	rate cards for resources with alternate structures (such as all-inclusive weekly team-based rates) without a requirement for hourly rates or the job titles? Will the State also allow the respondent to make edits to the required cost proposal template to capture these alternative rate structures? This would allow the State to benefit from a more competitive procurement that is open to all vendors qualified for this work.	
47.	Reference: Attachment E, page 2. Question: We assume resumes will be considered outside the 20-page limit for Technical Proposals. Please confirm.	No. See #37.
48.	Does the Department anticipate any significant changes to the timeline or the requirements of this RFP in response to the current COVID-19 circumstances?	Any changes to the Timeline will be posted on the Vendor Bid System (VBS).
49.	Should the Respondents complete and submit Attachment J – Subcontracting as part of the proposal submission?	No. See Section 4.2 of the RFP, Post Award Requirements.
50.	Is the State open to negotiating any of the contract terms and conditions?	No. See #30.
51.	What specific services are you envisioning related to “Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs” as part of the Management Consulting services?	The specific tasks will be determined by the Customer.
52.	Can the State break down the estimated 2018-19 annual spend further by providing a table of spending by agency/department?	See Appendix A below.
53.	It appears from the draft contract (Attachment C) that at least 8 contract holders exist. Can the State break down the estimated 2018-19 annual spend by contract holder?	See Appendix A below.
54.	Does DMS anticipate awarding a similar number of STCs for MCS as a result of this RFP?	See #36.
55.	Attachment A states “Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.” As this would require respondents to estimate travel and ODCs for inclusion in calculating all-inclusive rates, therefore not necessarily yielding the best price for the state on a given task order, would the State consider revising Attachment A to request labor rates only?	No. The Department will not dictate what Respondents should include in its cost proposal. However, refer to Attachment B, Special Contract Conditions, Section 3.5, Travel, for terms related to travel costs.
56.	As the necessity of background checks is uncertain, please provide historical information as to how often State agencies have requested this. In the event that requirement is imposed, will it only be a criminal background check?	The Department does not have this information. The Customer will determine the type of background check that is needed.
57.	Respondents are warned not to exceed 20 pages describing Experience and Proposed Solution. However, it is suggested that resumes be provided. Would DMS consider excluding resumes from the 20 page limit?	No.
58.	Does the State intend to require Contractors to furnish a performance bond or letter of credit?	See #33.
59.	RFP shows an estimate of \$18,416,318.91 for Management Consulting Services for 2018-2019. Please provide the detailed estimate by labor category, hourly rate, and associated number of hours for each that comprise this figure.	The Department does not have this information.

	RFP shows an estimate of \$2,571,579.17 for Financial and Performance Audits Services for 2018-2019. Please provide the detailed estimate by labor category, hourly rate, and associated number of hours for each that comprise this amount.	
60.	Attachment A Instructions state: "Proposed costs are ceiling rates inclusive of any and all costs associated with providing services." However, Attachment B Section 3.5 Travel implies that authorized contractor travel costs will be reimbursed by the State, and therefore contractors would not include travel costs in its proposed hourly rates. Is this interpretation correct?	Travel costs should not be included in the proposed rates. The Customer will determine whether to allow reimbursement for travel costs. Such reimbursements, if allowed, would be in accordance with Section 3.5, Travel, of the Special Contract Conditions.
61.	5.5.1 Technical Proposal, page 13: Can the cover page and Table of Contents be excluded from the 20-page limit?	No. See #32.
62.	Attachment E, 2. Services – 55 Available Points, page 2: Are resumes excluded from the 20-page limit?	No. See #37.
63.	Attachment A. Cost Proposal: Attachment A states "proposed costs are ceiling rates inclusive of any and all costs associated with providing services." Given the range of services and requirements possible from Customer SOWs, the need for travel and other direct costs (ODCs) are not clearly defined and are very difficult to estimate at this point. Will the State consider allowing Contractors to price travel and other direct costs necessary to complete the required services separately in response to purchase order RFPs, rather than embedding a value for travel and ODCs in the hourly rates for the entire contract? If travel and ODCs must be included in the ceiling rates, can the State provide guidance on levels of travel and ODCs that offerors should assume when developing their estimates?	See #55 and #60. Any travel requirements for specific RFQ's will be determined by the Customer.
64.	Attachment B, SPECIAL CONTRACT CONDITIONS, 7.4 Performance Bond, page 10: Will a performance bond or letter of credit be required under the resultant contract?	See #33.
65.	Section 1.3 - The section identifies the total 2018-2019 dollar spend. Could you provide further details about the dollars, to include dollars by project?	The Department does not have this information. Projects are determined by the Customer.
66.	Attachment C, Section IV. C - Would you consider adding an "entry-level consultant" that accounts for someone with 0-3 years' experience?	No.
67.	Attachment D, Section IV. C - Would you consider adding an "entry-level consultant" that accounts for someone with 0-3 years' experience?	No.
68.	Attachment E, Section 2 - The evaluation criteria and scoring for "Services" favors firms that offer a wide range of services that can benefit most agencies. Our firm offers specialized services and direct expertise that may benefit only a few agencies. Through discussions, we understand these agencies use this vehicle to obtain services. Is there any consideration in the scoring process to account for firms providing specialized governmental consulting services rather than general governmental consulting services?	No.
69.	Attachment F, Section 2 - The evaluation criteria and scoring for "Services" favors firms that offer a wide range of services that can benefit most agencies. Our firm offers specialized services and direct expertise that may benefit only a few agencies. Through discussions, we understand these agencies use this vehicle to obtain services. Is there any consideration in the scoring process to account for	No.

	firms providing specialized governmental audit services rather than general governmental audit services?	
70.	"The two resulting STCs from this solicitation are intended to provide Customers with the capability to issue a Request for Quotes (RFQ) to Contractors which have at least five (5) years of relevant experience in either management consulting services or financial and performance audits. The Department seeks to achieve service coverage throughout the State." Section 4.1.1.7 requires that Respondents certify that their "proposed Principal and Senior personnel have a minimum of ten (10) years of experience providing" the services at issue. However, there is language in Section 1.2 of the RFP stating that the goal of this solicitation is to "provide Customers with the capability to issue a Request for Quotes ("RFQ") to Contractors which have at least five (5) years of relevant experience..." The Specific Requirements of Section 4 of the RFP do not state anything about a Respondent (if, in fact, that term is being used interchangeably with Contractor) as a business entity having five years of experience. If Section 1.2 of the RFP is to be read as referring to the Respondent as a business entity, does that mean that a company which has not been in existence for at least five years, but which can fulfill all of the Specific Requirements of Section 4, would be deemed nonresponsive or otherwise ineligible for these contracts? If it is a requirement that a Respondent be in existence as a business entity for at least five years to be eligible for these contracts, why was this requirement not specified in the RFP Specific Requirements of Section 4?	See this addendum's modifications to RFP Section 1.2, Objective, found below.
71.	Will resumes count toward the 20 page limit under the Technical Proposal? Can resumes be included via an appendix?	See #37.
72.	Will vendors while working under this contract be excluded from developing sub-grant applications to be submitted to the State? Will vendors who customarily provide services to localities in support of applications to programs covered under this RFP be allowed to continue to do so if awarded this contract?	The RFP does not address this issue.
73.	Attachment B, Section 7.4 page 9: The Special Contract Conditions say a performance bond may be required. Does the Department intend to require a performance bond? If yes, what will be the amount required for the performance bond?	See #33.
74.	Attachment B, Section 7.5page 9: Will the Department add to Section 7.5 of the Special Contract Conditions the following language from PUR 1000 section 19: "Provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer."?	No.
75.	Attachment B, Section 7.6page 9: With respect to limitation of liability, will the Department replace Section 7.6 of the Special Contract Conditions with section 20 from PUR 1000?	No.

76.	Attachment C, Section IV.I.2page 8: Under the heading "Contract Quarterly Sales Reports", the first paragraph says the quarterly sales reports are due "within ten (10) calendar days after the close of each State Fiscal quarter" but the examples that follow say the reports are due "fifteen (15) calendar days after the close of the fiscal quarter." Please clarify the due date.	See this addendum's modifications to Attachment C, Section IV. I), Contract Reporting, and Attachment D, Section IV. I), Contract Reporting, found below.
77.	Can you please provide a list of projects that were issued under this contract last year, by title or category?	The Department does not have this information.
78.	5.7 "Firm Response" The Department intends to award a Contract(s) within six (6) months after the date of the Notice of Intent to Award, during which period Proposals will remain firm and may not be withdrawn. If an award is not made within six (6) months, all Proposals will remain firm until either the Department awards the Contract(s) or the Department receives from the Respondent written notice that the Proposal is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected." May pricing be revised if the State does not award within 12 calendar months?	No. However, after 6 months the Respondent may withdraw its Proposal.
79.	1.4 The initial term of the STCs resulting from this solicitation will be three (3) years. Upon written agreement, the STCs may be renewed in whole or in part, in accordance with section 287.057 (13), F.S. Any renewal is subject to the same terms and conditions set forth in the initial STC and any written amendments signed by the parties. Any renewal may not include any compensation for costs associated with the renewal. Any renewal is contingent up on the satisfactory performance of the Contractor and subject to the availability of funds. What is the length of each renewal, one year or multiple years? Can we revisit our pricing prior to a renewal decision?	Please see section 287.057 (13), F.S. The Renewal term may be for a term that does not exceed the initial Contract term. A decision on the renewal term will be made at a later date. Renewal pricing must be provided in Attachment A, Cost Proposal, and the pricing provided will be used during the renewal period.
80.	Attachment A Initial Term Hourly Rate Please define 'Initial Term Hourly Rate' and the expected start and end of the period they are valid for.	Initial pricing will be effective for three years from the Contract start date. These terms are defined in the RFP Sections 4.1.2 and 5.5.2.
81.	Attachment A Renewal Term Hourly Rate Please define 'Renewal Term Hourly Rate' and when would this be applicable? What is the expected start and end of the period they are valid for?	Renewal pricing, if the Contract is renewed, will be effective for the renewal term outlined in a renewal amendment. These terms are defined in the RFP Sections 4.1.2 and 5.5.2.
82.	Attachment G "4.1.1.2 The Respondent must certify that it has read the entire solicitation document and agrees to all terms and conditions, without qualification or exception, including but not limited, to Section 6.1 of the RFP." May we provide proposed redlines to the terms and conditions, which would be subject to State negotiation and approval? If not, can clarification please be provided regarding the extent to which vendors may propose edits to the terms and conditions?	No. See #30.

83.	Is the scoring for pricing for the two categories (technical proposals) done independently? If not, can you provide the formula for how you blend the two categories?	The scoring for the two service categories will be done independently. Respondents are not required to respond to both service categories.
84.	Are transmittal letter, staff resumes, and all other provided documentation (with exception of forms) included as part of the 20 page limit?	Respondent's Technical Proposal is limited to a total of 20 pages of information that the Respondent determines is the best representation of Respondent's experience and solution.
85.	On page 5 of 10 of the Financial and Performance Audits Scope section (Attachment D.IV.e), it mentions that "Program Results and Program Fraud Audits" are a potential service category. Our firm has performed numerous program reviews and audits for our state agency clients over the past 30+ years. However, we are not a CPA firm. Do you need to be a CPA firm to bid on the Financial and Performance Audits scope?	No.
86.	The RFP specifies to provide relevant experience and examples. Is there a minimum requirement for client references or specific information required for references?	See Attachment E, Technical Proposal Instructions and Evaluation Criteria Service Category 1: Management Consulting Services, and Attachment F, Technical Proposal Instructions and Evaluation Criteria Service Category 2: Financial and Performance Audits.
87.	Are electronic signatures permitted for this electronic submission, or are we required to have a scanned copy of ink signature with the submission?	Respondents may electronically sign or submit scanned copies of signed documents.
88.	Will the State accept edits to the terms and conditions of the contract document?	No. See #30.
89.	Who is defined as an eligible user in Section 1.3?	"Eligible User" is defined in Rule 60A-1.001, Florida Administrative Code.
90.	Is there a minimum or maximum dollar amount for SOW's released under this contract?	No.
91.	Is there a small business goal for work under this contract?	No.
92.	Attachment C - Does the State expect Management Consulting Services bidders to demonstrate capabilities across all "services" listed in Services section of Appendix C, or is demonstrated capability in a "subset" of these services acceptable?	Respondent's Technical Proposal is limited to a total of 20 pages of information that the Respondent determines is the best representation of Respondent's experience and solution.
93.	Attachment I - Many large firms have invested in global, offshore capabilities and associates who could be advantageous for the State. We respectfully request the State reconsider the no offshoring requirement if firms can demonstrate adequate privacy and security measures are in place.	The Department will not modify the RFP in this way.
94.	Attachment A - We understand the desire to establish rate cards as part of this master contract. However, there is a wide range of hourly rate structures in the management consulting industry, just as there is a wide range of experience levels, education levels, certifications, intellectual property, and specialization – all which translate to varying degrees of potential value delivered to the State. Placing 35% of the evaluation weight on rate evaluation (70 of 200 points) could drive the evaluation results to selecting only the lowest cost providers (lowest rates), thereby limiting the potential value that some agencies may require that is reflected in the higher rate structures that often come with greater firm experience and	The Department will not modify the RFP in this way.

	specialization. We respectfully request the State eliminate the scoring of Cost Proposal (or at least significantly reduce the weighting to 10-15%). This would allow agencies to make value judgements of bidder proposals/SOWs versus proposed fixed costs or hourly rates in the agency procurement process, which is better for agencies.	
95.	Attachment C – Indemnity - We respectfully request the State carve out a requirement to indemnify the State for harm caused in whole or in part by the State.	The Department will not modify the RFP in this way.
96.	Attachment C – Ownership - We respectfully request the State address bidders need to retain ownership of pre-existing intellectual property.	See Attachment B, Special Contract Conditions, Section 8.4, Intellectual Property.
97.	Attachment C – Payment Audit - We respectfully request the State waive this requirement for work performed on a fixed-fee basis.	The Department will not modify the RFP in this way.
98.	Attachment B 7.4 - Would the Department consider removing the requirement for the vendor to optionally provide a performance bond at no cost? The cost of an optional bond would need to be reflected in the hourly rates and given a bond is rarely used and optional the cost may not be warranted?	No. See #33.
99.	Attachment C IV.c.4 - Would the Department consider removing the requirement for the junior consultant category to have 3 years of experience since the requirement increases hourly rate for that category and potentially would require use of the Program and Administrative Support Category for consultants with less than 3 years of experience which would raise the rate of that category?	No.
100.	Attachment E 1. - Can the Agency articulate the criteria for an experience rating of good vs. extensive?	The Department will not modify the RFP in this way.
101.	Attachment E 2.- Can the Agency articulate the criteria for a services rating of good vs. Exceptional?	The Department will not modify the RFP in this way.
102.	Attachment C IV.j - Would the Department consider allowing the Contractor to provide services with Customer permission on non-business days and holidays observed by the Customer?	This would be determined by the Customer.
103.	5.5 - The Department reserves the right to make multiple awards per Service Category to Respondents whose total final score is within 20% of the highest total final score for that Service Category. Does this mean only some or all vendors within 20% of the highest total final score would receive awards?	The Department believes this section is clear.
104.	Attachment E 2. - Will the inclusion of resumes to articulate typical resources that we offer to provide services, count towards the 20-page limit? Can we include sample resumes as an attachment or appendix?	See #37.
105.	Attachment B (Special Contract Conditions), Section 7.4 (Performance Bond) - This section states that Contractor may be required to furnish a performance bond, letter of credit, or other form of security. Does the Department anticipate it will require a performance bond (or other security) for the State Term Contract, or will the Department determine the need for such security on a case by case basis for any contracts issued under the State Term Contract? If a performance bond or other security is required for the State Term Contract, please provide the details.	See #33.

106.	Attachment B (Special Contract Conditions), Section 7.5 (Indemnification) - Respondent respectfully requests that the Department remove the phrase <i>"including consequential, special, indirect, and punitive damages,"</i> contained in the first sentence.	The Department will not modify the RFP in this way.
107.	Attachment B (Special Contract Conditions), Section 8.4 (Intellectual Property) - This section does not address Contractor's (or its subcontractor's) ownership of pre-existing or independently developed materials. Will the Department consider adding language to this section to address this concern? Suggested language for consideration: <i>"Contractor (or its subcontractor) will retain all rights, title and interest in and to all materials and methodologies developed by it (or its subcontractor) prior to the effective date of this Agreement and/or developed outside of Contractor's obligations hereunder."</i>	No. See #96.
108.	Attachment C (State Term Contract for MCS), Section IV (i) (Contractor Warranty) - This section specifies the warranties to be provided by Contractor. Will the Department consider modifying this section to exclude any warranties not specifically made by Contractor in the agreement? Suggested language for consideration: <i>"Except for the express warranties made herein, Contractor makes no other warranties concerning the services or deliverables including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose."</i>	The Department will not modify the RFP in this way.
109.	What is the primary expected outcome a result of this engagement? For example, reduce unnecessary operating expenses, employee retention, increasing quality, preparing for a new technology	Expected outcomes will be based on the individual needs of the Customer.
110.	Page 7, Section 1.8 – Commodity Code List. What Commodity Codes and Descriptions are related to the Management Consulting Services (Service Category 1)? Related – Page 17 states: Within MFMP VIP, in the 'Commodity Selections' section, ensure that you have selected the matching commodity codes used in this solicitation. Vendors will not receive notifications for procurements with commodity codes that they have not selected in their MFMP VIP account. Should vendors for Service Category 1 only select those Commodity Codes and Descriptions related to the Management Consulting Services (Service Category 1), or should all codes listed in the table on page 7, Section 1.8 be selected?	Please use the link below for more information on Commodity Codes. https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes The table in Section 1.8 of RFP lists the Commodity Codes being used for this solicitation. Respondents should select commodity codes that reflect the services it provides.
111.	RFP pg. 15, Section 6.1 states: Section 5. Questions. Questions shall be submitted in accordance with Section 5.2 of this solicitation. Please confirm this should read Questions shall be submitted in accordance with Section 5.1 of this solicitation.	Correct.
112.	Page 46, Attachment C (Contract for MCS) – regarding the Contract Quarterly Sales Reports that must be submitted: What is this 'sales report'? Also, clarify the requirement that if "no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract"	Awarded Contractors are required to report sales on the Contract each quarter in a format that will be supplied by the Contract Manager. The Department retains the right to terminate the Contract with a Contractor if it has no sales for two quarters.

113.	Page 40 (State Term Contract for MCS), Section IV.b states: b) Pricing. The attached price sheet provides maximum hourly rates for services. Please confirm that the "price sheet" referenced in Attachment C (the State Term Contract for MCS, Section IV.b) is referring to the hourly rates that will be provided in Attachment A, Cost Proposal.	See this addendum's modifications to Attachment C, Section IV. b), Pricing, and Attachment D, Section IV. b), Pricing, found below.
114.	In the Timeline of Events (Sec 1.1) are any changes in schedule anticipated due to COVID-19 ?	See #48.
115.	What's been the average duration of projects awarded during the initial 3 year term and the renewal term?	The Department does not have this information. Duration of projects will be determined by the Customer and outlined in their Scope of Work.
116.	If vendor job titles do not align with the five job titles in the RFP is it acceptable to amend or add job titles.	No.
117.	Are we correct in assuming that we have both 20 pages for Management Consulting Services and an additional 20 pages for the Financial Audits responses?	Respondents are not required to respond to both service categories. The Technical Proposals are two separate responses and are limited to 20 pages each.
118.	If resumes go behind the Experience (project quals) and Services Section (proposed solution) are they also included in the twenty-page limit?	Yes. See #84.
119.	Even with one page resumes, this greatly limits the additional pages for Experience and the Proposed Solution.Does the Department want to see representative resumes from each of the job categories?	See #84.
120.	Can you confirm that hourly rates must be all inclusive of any anticipated expenses or travel?	See #15.
121.	Are hourly rates requested for both service categories to be for labor only (e.g. not inclusive of travel or other direct costs but inclusive of labor, overhead, and profit)?	See #15.
122.	Can the state provide a list of vendors currently supporting these services across both service categories?	See #9.
123.	Are we required to submit attachment J for all anticipated subcontracts that we anticipate using or should attachment J only be submitted as subcontractors are proposed for active RFQs?	Attachment J, Subcontracting is to be submitted after Contract award, but subcontractors must be approved in writing, as required in Attachment B, Special Contract Conditions, Section 6.1, Subcontractors, by the Contract Manager prior to conducting business on behalf of the Contractor.
124.	In regard to the job titles and duties of section IV c) of attachments C and D, the minimum required experience for Principal Consultants and Senior Consultants is the same (10 years) and the minimum required experience for a junior consultant is 3 years. Typically the junior consultant position is more of entry level professional position that may require a college degree versus the program and administrative support position which is more clerical and administrative in nature and may not have a college degree. The way the minimum years of experience is defined will be difficult to assemble the appropriate team structure. Would the department consider changing the minimum experience to a range such as the following: Principal Consultant (10 or more years of experience)	No.

	Senior Consultant (6-10 or more years of experience) Consultant (3-5 or more years of experience) Junior Consultant (0-3 or more years of experience)	
125.	Potential Respondent appreciates DMS's obligation to ensure that its stakeholders are protected in this transaction. However, as part of a publicly traded entity, we too have a fiduciary duty to our stockholders and request that DMS confirm the ability and willingness to negotiate a cap on liability that reasonably reflects the risk associated with this transaction.	The Department will not modify the RFP in this way.
126.	Are there any submission requirements on Margins/Font Type/Font Size?	No.
127.	What types of engagements are anticipated for FY 2020-2021?	The Department does not have this information.
128.	Can you provide an example of a past engagement. (i.e. type, resources required, duration.)	The Division does not have this information.
129.	Who should be listed on the Certificate of Insurance and what address?	Florida Department of Management Services c/o Division of State Purchasing 4050 Esplanade Way, Suite 360 Tallahassee, FL 32399-0950
130.	Are the terms and conditions negotiable? If so, should an exception document be included in the proposal(s)?	No. See #30.
131.	Should potential subcontractors be included in the proposal, or submitted after award and issuance of specific RFQ?	See #123.
132.	The services include a wide range of needs that would elicit a tailored response when an RFQ is published. If subcontractors are included in the proposal, would we be limited to only those subcontractors when RFQ are published?	See #123.
133.	Does the 20-page limit include bios of proposed account team members?	Yes.
134.	Would the agency consider a separate rate card for technology management consulting? The range of services included in the MCS RFP is widely varied.	No.
135.	In both STC No. 80101500-20-1 for Management Consulting Services, and STC No. 84111600-20-1 for Financial and Performance Audits, the Department outlines in Job Titles and Duties for personnel provided by the Contractor, in accordance with the terms of the Contract who are used to provide Customers with services pursuant to the Customer SOWs in Section IV.c. The <i>minimum</i> experience requirements for the Job Titles outlined are not well aligned with the industry experience levels for the sample Duties of the corresponding STC job levels. This will result in challenges to staffing these positions with the correct skill sets at a cost-effective rate structure, which would adversely impact the State long term. Will the department consider shifting the <i>minimum</i> experience requirements to the following structure?	No.

	Principal Consultant – A <i>minimum</i> of 7 years' experience in duties... Senior Consultant – A <i>minimum</i> of 5 years' experience in duties... Consultant – A <i>minimum</i> of 3 years' experience in duties... Junior Consultant – No <i>minimum</i> requirement for experience... Program and Administrative Support – No change suggested	
136.	Per review of both the Management Consulting Services and Financial and Performance Audit draft contracts, it appears that disaster recovery services will be procured under the MCS contract when it they were previously under the FPA contract. Since all States, local governments, Indian tribal governments, or nonprofit organizations are subject to Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, found at 2 C.F.R. Part 200, and the services contracted by this program pertain to monitoring, auditing, and compliance, what is the purpose of this change?	The Department determined that the Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs is more aligned with the scope of services for the Management Consulting category rather than the Financial and Performance Audits category.
137.	Will the Department consider including a local preference clause for both contracts to incentivize contractors to grow Florida's economy (e.g., for the FPA contract – a CPA firm registered in the State of Florida who has physical offices to serve the needs of the state)?	The Department will not modify the RFP in this way.
138.	MC STC Draft Contract, Section O – Contract Transition: what are the transition expectations/requirements if a contractor is awarded a purchase order with a term extending beyond the STC end-date if that contractor is not selected for the subsequent STC?	This will be determined by the Customer.
139.	FPA STC Draft Contract: The AICPA, referenced in the draft contract, develops standards for the Certified Public Accountant (CPA) profession as referenced in its mission statement below. As written, the draft contract does not include a requirement for the vendor to be a registered CPA firm. Will the Department consider adding this requirement? The American Institute of Public Accountants (AICPA) develops standards for audits of private companies and other services by CPAs; provides educational guidance materials to its members; develops and grades the Uniform CPA Examination; and monitors and enforces compliance with the profession's technical and ethical standards	No.
140.	In Clause 2.3.3 of Attachment B Special Contract Conditions, can the Department provide clarification regarding what events qualify as a "default" that would result in immediate termination? Will the Department consider listing these events expressly in the terms in subsection (a)?	The Department will not modify the RFP in this way.
141.	Within Clause 5.1 of Attachment B Special Contract Conditions, it states that "provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference." Will the Department confirm that this reference is to the correct statute?	Yes.
142.	Will the Department provide a list of the policies, standard, and procedures applicable to Clause 6.5 in Attachment B Special Contract Conditions?	No.

143.	Will the Department provide examples of what documents the Department considers "necessary" and "sufficient" per Clause 12.2 and 8.3 of Attachment B Special Contract Conditions?	No, this is dependent on the situation.
144.	Will the Department provide a copy of its security policies, protocols, and procedures referenced in Clause 13.4 of Attachment B Special Contract Conditions?	The Department is not providing these at this time. These may be provided after Contract award.
145.	The RFP indicates PUR 1001 is incorporated into the contract. In what position does PUR 1001 fall in the contract order of precedence?	PUR 1001 are General Instructions to Respondents and are incorporated into the solicitation but are not incorporated in the resulting Contract.

The following requirements supplement or replace those found in the RFP. The variations between the new and the old requirements are highlighted in yellow.

1. Section 1.2, Objective, is hereby replaced in its entirety as follows:

1.2 Objective

The State of Florida (State), Department of Management Services (“Department” or “DMS”), invites interested vendors to submit Proposals in accordance with these solicitation documents for management consulting (Service Category 1) and financial and performance audit (Service Category 2) services. The purpose of the solicitation is to replace the current State Term Contracts (STCs) for both Management Consulting Services (MCS), No. 973-000-14-01, and Financial and Performance Audits (FPA), No. 973-000-14-02, for use by all Customers. Respondents may submit Proposals for either of, or both, the MCS and FPA services. The awards for each of the resulting STCs will be based on independently submitted, evaluated, and calculated Proposals. The two resulting STCs from this solicitation are intended to provide Customers with the capability to issue a Request for Quotes (RFQ) to Contractors **which have at least five (5) years of relevant experience in** for either management consulting services or financial and performance audits. The Department seeks to achieve service coverage throughout the State.

2. Section 6.2.1 MFMP Registration, is hereby replaced in its entirety as follows:

6.2.1 MFMP Registration

In order to submit questions regarding this procurement, and to submit a response to this RFP, a Respondent must be a registered Vendor in the MFMP VIP. Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching commodity code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the ‘Solicitations’ page of their MFMP VIP account.

If you are not currently registered with MFMP VIP you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the ‘Solicitations’ page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching commodity codes used in this procurement. Vendors will not receive notifications for procurements with commodities codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity codes that are tied to a Vendor’s registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to ‘Join’ the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to ‘Join’ the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please click [here](#).

ALL VENDORS MUST ‘JOIN’ THE MFMP SOURCING EVENT **PRIOR TO THE ‘DEADLINE TO SUBMIT PROPOSALS AND ALL REQUIRED DOCUMENTS IN MFMP SOURCING’ BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS, SECTION 1.1, IN ORDER TO PARTICIPATE IN THIS SOLICITATION.**

In order to 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed using the following link:

<https://sourcing.myfloridamarketplace.com>

3. Section IV. b), Pricing, of Attachment C, State Term Contract 80101500-20-1 for Management Consulting Services, is hereby replaced in its entirety as follows:

b) Pricing.

The attached **Cost Proposal, Attachment A, price sheet** provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

4. Section IV. b), Pricing, of Attachment D, State Term Contract 84111600-20-1 for Financial and Performance Audits, is hereby replaced in its entirety as follows:

b) Pricing.

The attached **Cost Proposal, Attachment A, price sheet** provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

3. Section IV. I), Contract Reporting, of Attachment C, State Term Contract 80101500-20-1 for Management Consulting Services, is hereby replaced in its entirety as follows:

I) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ~~ten (10)~~ fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, ~~ten (10)~~ fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

4. Section IV. I), Contract Reporting, of Attachment D, State Term Contract 84111600-20-1 for Financial and Performance Audits, is hereby replaced in its entirety as follows:

I) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within ~~ten (10)~~ fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

The Contractor shall report to each Customer, ~~ten (10)~~ fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

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5. Attachment A, Cost Proposal, is hereby replaced in its entirety as follows:

Attachment A: Cost Proposal		
Request For Proposals		
No. 06-80101500-J		
Management Consulting Services and Financial and Performance Audits		
Respondent Name		
INSTRUCTIONS		
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal. For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term. Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below. This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract. Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05), but cannot include fractions of cents (e.g. \$0.005).</u> Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.		
Service Category 1: Management Consulting Services		
JOB TITLE	INITIAL TERM HOURLY RATE	RENEWAL TERM HOURLY RATE
Principal Consultant		
Senior Consultant		
Consultant		
Junior Consultant		
Program and Administrative Support		
Service Category 2: Financial and Performance Audits		
JOB TITLE	INITIAL TERM HOURLY RATE	RENEWAL TERM HOURLY RATE
Principal Consultant		
Senior Consultant		
Consultant		
Junior Consultant		
Program and Administrative Support		

APPENDIX A

Management Consulting Services 2018-19 (Source: MFMP Analysis)			
Agency Name	Total	Supplier - Company Name	Total
Department of Transportation	\$ 5,567,584.97	The North Highland Company	\$3,981,991.05
Department of Health	\$ 2,535,660.50	Ernst & Young U.S. LLP	\$3,792,429.01
Department of Economic Opportunity (DEO)	\$ 1,055,131.80	ISF, INC.	\$2,302,968.75
Department of Children and Families	\$ 804,777.75	Grant Thornton LLP	\$719,985.00
Department of Management Services	\$ 571,501.41	Thomas Howell Ferguson P.A.	\$385,294.06
Department of Highway Safety and Motor Vehicles	\$ 508,220.00	KPMG LLP	\$304,880.06
Department of Financial Services	\$ 407,917.40	Gartner, Inc.	\$249,795.00
Executive Office of the Governor	\$ 395,294.06	MAXIMUS Consulting Services, Inc.	\$134,021.50
Department of Business and Professional Regulation	\$ 106,716.50	MAXIMUS	\$131,000.00
Agency for Health Care Administration	\$ 50,000.00	RSM US LLP	\$79,157.46
Agency for State Technology (AST)	\$ 46,200.00	Carr, Riggs & Ingram, LLC	\$29,586.50
Department of Law Enforcement	\$ 24,884.00	Total	\$12,111,108.39
Florida Department of Corrections	\$ 12,500.00		
Fish and Wildlife Conservation Commission	\$ 12,000.00		
Department of Environmental Protection	\$ 9,500.00		
State Courts System	\$ 4,000.00		
Total	\$ 12,111,888.39		

Financial and Performance Audits 2018-19 (Source: MFMP Analysis)			
Agency Name	Total	Supplier - Company Name	Total
EOG (Division of Emergency Management)*	\$ 17,224,088.80	Thomas Howell Ferguson P.A.	\$ 15,932,506.95
Agency for Health Care Administration	\$ 701,265.28	KPMG LLP	\$ 1,320,533.53
Department of Economic Opportunity	\$ 230,252.20	Ernst & Young U.S. LLP	\$ 668,439.60
Department of Health	\$ 29,900.00	RSM US LLP	\$ 230,252.20
Department of Education	\$ 27,489.25	Carr, Riggs & Ingram, LLC	\$ 61,263.25
Total	\$ 18,212,995.53	Total	\$ 18,212,995.53
* Note: Spend for the Executive Office of the Governor, Division of Emergency Management, substantially increased during fiscal year 18-19. The increase in spend is the result of Professional Disaster Recovery Services for the Bureau of Recovery for Federal Stafford Act grant administered by FEMA during the 2018 Hurricane Season. The Period of Performance for these services was July 16, 2018 through December 30, 2018. A service for Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs has been added to the Management Consulting Services category to address these services when needed in the future.			



Request for Proposals (RFP)
Management Consulting Services
and
Financial and Performance Audits

No. 06-80101500-J

ADDENDUM NO. 2

Questions and Answers
RFP Amendments

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922- 6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

Please Note: This Addendum No. 2 does not need to be returned with the Proposal.

Section 1:

Contained herein are modified responses to some of the questions submitted to the Department of Management Services (Department), the answers for which were posted in Addendum No. 1 on April 15, 2020. The Department hereby amends Request for Proposals No. 06-80101500-J as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

#	Question	Answer
7.	Does a vendor have to supply all services (i.e., those listed in section 4e of the state term contract) within a service category?	Yes. <u>No.</u>
17.	Attachment D – FPA – Section IV, Statement of Work, paragraph e., Services - Must the vendor have expertise in all areas listed (i.e., financial statements, segment audits, internal controls, economy, and program result/frauds) in order to successfully propose or is the State looking for vendors with expertise in each area separately? For example, we specialize in internal controls and program audits (including performance audits) but we do not do basic financial statement audits. Does this preclude us from bidding or preparing a responsive proposal in the view of the State as the evaluation criteria does not differentiate the different types of services and only provides four categories of scoring.	The RFP lists two categories of services. Respondents are not required to respond to both categories but are required to provide pricing for all job titles within the category they are responding to. <u>Respondents are not required to have expertise in all areas listed and are not precluded from submitting a Proposal if they do not offer all services.</u>
37.	Are resumes included within the 20-page limit to Attachment E or F?	<u>No. Please see modifications to RFP Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category; and Attachments E and F, below.</u> <u>The Technical Proposals for Category 1 and Category 2 are limited to 20 pages each. Any documents submitted as part of the Technical Proposal will count towards the 20-page limit and evaluators will evaluate only those documents submitted as part of the Technical Proposal.</u>
40.	Are resumes included within the 20 page Technical Proposal allocation?	<u>No. Please see the answer to #37.</u>

		Yes. See #37.
44.	Attachment E - Is there a limit to how many resumes the State would like to see proposed for each Service Category position?	No. Please see the answer to #37. There is no limit except that the Technical Proposal must not exceed 20 pages for each service category.
47.	Reference: Attachment E, page 2. Question: We assume resumes will be considered outside the 20-page limit for Technical Proposals. Please confirm.	Please see the answer to #37. No. See #37.
57.	Respondents are warned not to exceed 20 pages describing Experience and Proposed Solution. However, it is suggested that resumes be provided. Would DMS consider excluding resumes from the 20 page limit?	No. Please see the answer to #37.
62.	Attachment E, 2. Services – 55 Available Points, page 2: Are resumes excluded from the 20-page limit?	No. See #37. Yes. Please see the answer to #37.
68.	Attachment E, Section 2 - The evaluation criteria and scoring for "Services" favors firms that offer a wide range of services that can benefit most agencies. Our firm offers specialized services and direct expertise that may benefit only a few agencies. Through discussions, we understand these agencies use this vehicle to obtain services. Is there any consideration in the scoring process to account for firms providing specialized governmental consulting services rather than general governmental consulting services?	No. See modifications to Attachments C, Section IV. e), Services; and D, Section IV. e), Services; and Attachments E and F, below.
69.	Attachment F, Section 2 - The evaluation criteria and scoring for "Services" favors firms that offer a wide range of services that can benefit most agencies. Our firm offers specialized services and direct expertise that may benefit only a few agencies. Through discussions, we understand these agencies use this vehicle to obtain services. Is there any consideration in the scoring process to account for firms providing specialized governmental audit services rather than general governmental audit services?	No. See modifications to Attachments C, Section IV. e), Services; and D, Section IV. e), Services; and Attachments E and F, below.
71.	Will resumes count toward the 20 page limit under the Technical Proposal? Can resumes be included via an appendix?	See #37. No. Please see the answer to #37. Please submit resumes as part of your technical proposal.
84.	Are transmittal letter, staff resumes, and all other provided documentation (with exception of forms) included as part of the 20 page limit?	Resumes are not included within the 20-page limit. Other documents submitted as part of Respondent's Technical Proposal are is limited to a total of 20 pages of information that the Respondent determines is the best representation of Respondent's experience and solution.
92.	Attachment C - Does the State expect Management Consulting Services bidders to demonstrate capabilities across all "services" listed in Services section of Appendix C, or is demonstrated capability in a "subset" of these services acceptable?	Respondents are not required to demonstrate capabilities across all services, however, the Respondent's Technical Proposal is limited to a total of 20 pages of information that the Respondent determines is the best representation of Respondent's experience and solution.
104.	Attachment E 2. - Will the inclusion of resumes to articulate typical resources that we offer to provide services, count towards the 20-page limit? Can we include sample resumes as an attachment or appendix?	See #37. Please see the answer to #37.
118.	If resumes go behind the Experience (project quals) and Services Section (proposed solution) are they also included in the twenty-page limit?	Yes. See #84. Please see the answer to #37.

119.	Even with one page resumes, this greatly limits the additional pages for Experience and the Proposed Solution. Does the Department want to see representative resumes from each of the job categories?	See #84.
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Section 2:

The following modifies requirements found in the RFP. The variations between the new and the old requirements are highlighted in yellow.

1. **RFP Section 4.1.3, Attachments E & F - Technical Proposal – Resumes & Appendix B, is hereby modified as follows:**

4.1.3 Attachments E & F - Technical Proposal (including Resumes & Appendix B)

The Respondent should submit a completed Technical Proposal containing the information suggested by Attachment E - Technical Proposal Instructions and Evaluation Criteria (for Service Category 1 – MCS) or Attachment F - Technical Proposal Instructions and Evaluation Criteria (for Service Category 2 – FPA), along with any resumes and a completed Appendix B. If the Respondent wishes to be considered for both MCS and FPA services, it should submit a separate Technical Proposal for each Service Category. The Respondent should note that even if it submits a Technical Proposal for each Service Category, the Technical Proposals will be evaluated separately. The Respondent should also note the 20-page limit discussed in Section 5.5.1, below.

2. **RFP Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, is hereby modified as follows:**

Technical Proposal - 130 Available Points for a Service Category

The Respondent will be awarded up to 130 points for a Service Category based on its submitted Technical Proposal in accordance with the evaluation criteria outlined in the Technical Proposal Instructions and Evaluation Criteria (Attachment E for MCS and Attachment F for FPA). Only the Technical Proposal document submitted by the Respondent will be provided to the Evaluators for evaluation (i.e., the Evaluators will not consider other documents provided in the Proposal when completing their evaluations). If a Respondent submits a Technical Proposal for both categories, each Technical Proposal will be independently evaluated.

Technical Proposals for each Service Category should be no more than 20 pages (not including resumes or Appendix B) in length. If the Technical Proposal exceeds 20 pages, only the first 20 pages, plus resumes and Appendix B, will be provided to the Evaluators (Note: cover pages and tables of contents are included in the 20-page limit).

3. **Section IV. e), Services, of Attachment C, State Term Contract 80101500-20-1 for Management Consulting Services, is hereby modified as follows:**

e) Services.

The services the Contractor, through its personnel, may shall provide include, but are not limited to:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.
- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

- ~~Other MCS-related services as agreed upon by the Contractor and Customer.~~

4. Section IV. e), Services, of Attachment D, State Term Contract 84111600-20-1 for Financial and Performance Audits, is hereby modified as follows:

e) Services.

The services the Contractor, through its personnel, may shall provide include, but are not limited to:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).
- Internal Controls Audits
 - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
 - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
 - Assess business practices.
 - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
 - Assess duplication of effort by employees and identify work that serves little or no purpose.
 - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
 - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
 - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
 - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
 - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
 - Determine the extent to which a program achieves a desired level of program results.
 - Assess the effectiveness of the program and/or individual program components.
 - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
 - Assess compliance with laws and regulations applicable to the program
- ~~Other FPA-related services as agreed upon by the Contractor and Customer.~~

5. Section IV. f) 2., Minimum Number of RFQs Sent by Customer, of Attachment C, State Term Contract 80101500-20-1 for Management Consulting Services, is hereby modified as follows:

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors

available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

6. Section IV. f) 2., Minimum Number of RFQs Sent by Customer, of Attachment D, State Term Contract 84111600-20-1 for Financial and Performance Audits, is hereby modified as follows:

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial And Performance Audits State Term Contract ,and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

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7. Attachment E, Technical Proposal Instructions and Evaluation Criteria, Service Category 1: Management Consulting Services, is hereby replaced in its entirety as follows:

Attachment E (REVISED)
Technical Proposal Instructions and Evaluation Criteria
Service Category 1: Management Consulting Services

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment E should be labeled “Technical Proposal – Service Category 1: Management Consulting Services”. Do not submit **more than 20 pages (not including resumes and Appendix B) in aggregate for Experience and Proposed Solution, including cover page and table of contents**. If the Respondent would also like to be considered for Service Category 2 – Financial and Performance Audits, the Respondent should submit a separate Technical Proposal for Service Category 2 using Attachment F – Technical Proposal Instructions and Evaluation Criteria (Service Category 2: Financial and Performance Audits). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	75
2. Proposed Solution	55
Total Available Points for Technical Proposal for Service Category 1	130

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent’s relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 1. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Management Consulting Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent’s Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Management Consulting Services.	0
Respondent demonstrates a <u>minimal</u> level of quality, depth, or relevance in experience in providing Management Consulting Services.	25

Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Management Consulting Services.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Management Consulting Services.	75

2. Services – 55 Available Points

In its Technical Proposal, the Respondent should fully describe **the services it will offer to perform, as identified in its completed Appendix B, from the list of services described in Section IV. e), Services, of Attachment C. Its proposal for carrying out Service Category 1 services, which should** demonstrate the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its **ability proposal** for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 1 will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Management Consulting Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not for the services it will offer to perform, demonstrate the Respondent's ability to provide the services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal for the services it will offer to perform, demonstrates that the Respondent has minimal ability to provide the services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal for the services it will offer to perform, demonstrates that the Respondent has a good ability to provide the services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal for the services it will offer to perform, demonstrates that the Respondent has exceptional ability to provide the services statewide and to offer diverse knowledge and skillsets.	55

8. Attachment F, Technical Proposal Instructions and Evaluation Criteria, Service Category 2: Financial and Performance Audits, is hereby replaced in its entirety as follows:

Attachment F (REVISED)
Technical Proposal Instructions and Evaluation Criteria
Service Category 2: Financial and Performance Audits

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment F should be labeled “Technical Proposal – Service Category 2: Financial and Performance Audits”. Do not submit **more than 20 pages (not including resumes and Appendix B) in aggregate for Experience and Proposed Solution, including cover page and table of contents**. If the Respondent would also like to be considered for Service Category 1 – Management Consulting Services, the Respondent should submit a separate Technical Proposal for Service Category 1 using Attachment E – Technical Proposal Instructions and Evaluation Criteria (Service Category 1: Management Consulting Services). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	75
2. Proposed Solution	55
Total Available Points for Technical Proposal for Service Category 2	130

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent's relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 2. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Financial and Performance Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Financial and Performance Audits.	0
Respondent demonstrates a <u>minimal</u> level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	25

Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	75

2. Services – 55 Available Points

In its Technical Proposal, the Respondent should fully describe **the services it will offer to perform, as identified in its completed Appendix B, from the list of services described in Section IV. e), Services, of Attachment D. Its proposal solution for carrying out Service Category 2 services, which should** demonstrate the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and offer diverse knowledge and skillsets. The Respondent may demonstrate its **ability proposal** for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 2 will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Performance and Financial Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent's proposal, for the services it will offer to perform, does not demonstrate the Respondent's ability to provide the services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal, for the services it will offer to perform, demonstrates that the Respondent has minimal ability to provide the services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal, for the services it will offer to perform, demonstrates that the Respondent has a good ability to provide the services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal, for the services it will offer to perform, demonstrates that the Respondent has exceptional ability to provide the services statewide and to offer diverse knowledge and skillsets.	55

APPENDIX B

Authorized Services Chart

Respondents must place a check next to the services the Contractor, through its personnel, will provide upon award. Note: The services designated through this chart will be the only services the Contractor will be authorized to perform for the life of the Contract.

Category 1: Management Consulting Services.

CHECK	SERVICE
	Consulting on management strategy.
	Project management.
	Program research, planning, and evaluations.
	Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
	Executive/management coaching services.
	Customized training as needed to achieve a management consulting objective.
	Assistance with policy and regulation development.
	Assistance with process and productivity improvement.
	Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
	Systems alignment and consolidation.
	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Category 2: Financial and Performance Audits.

CHECK	SERVICE
	Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
	Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).
	Internal Controls Audits
	Economy and Efficiency Audits
	Program Results and Program Fraud Audits



**State of Florida
Department of Management Services
Request for Proposals (RFP) No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits**

April 20, 2020

ADDENDUM NO. 3

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO POST A BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The following requirements supplement or replace those found in the RFP. The variations between the new and the old requirements are highlighted in **yellow**.

Section 1, Introduction, Subsection 1.1, Timeline of Events, of the Request for Proposals (RFP) is hereby modified as follows:

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events are subject to change. Any changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Respondents should note that, as specified by Section 5.8 of the RFP, any Proposals or portions of Proposals previously submitted to the Department in response to this solicitation may be modified and replaced by the Respondent until the deadline for the submission of Proposals indicated in the Timeline of Events (as revised).

Department of
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Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		03/17/2020
Deadline to submit questions in MFMP Sourcing	12:00 PM EST	03/27/2020
Solicitation opens in MFMP Sourcing in "Open Status" and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/15/2020
Department's anticipated posting of answers on the VBS		<u>04/15/2020</u> <u>04/14/2020</u>
<u>Deadline to submit additional questions in MFMP Sourcing</u>	<u>12:00 PM EST</u>	<u>4/28/2020</u>
<u>Department's anticipated posting of answers to additional questions on the VBS</u>		<u>05/12/2020</u>
Deadline to submit Proposals and all required documents in MFMP Sourcing	1:00 PM EST	<u>05/26/2020</u> <u>04/28/2020</u>
Public Opening Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950	1:01 PM EST	<u>05/26/2020</u> <u>04/28/2020</u>
Formal evaluations conducted		<u>06/15/2020-</u> <u>08/10/2020</u> <u>05/08/2020-</u> <u>06/22/2020</u>
Anticipated date to post Notice of Intent to Award		<u>08/25/2020</u> <u>06/30/2020</u>
Anticipated Contract start date		<u>09/15/2020</u> <u>07/15/2020</u>

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.



**State of Florida
Department of Management Services
Request for Proposals (RFP) No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits**

May 12, 2020

ADDENDUM NO. 4

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO POST A BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The following requirements supplement or replace those found in the RFP. The variations between the new and the old requirements are highlighted in **yellow**.

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Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Respondents should note that, as specified by Section 5.8 of the RFP, any Proposals or portions of Proposals previously submitted to the Department in response to this solicitation may be modified and replaced by the Respondent until the deadline for the submission of Proposals indicated in the Timeline of Events (as revised).

Department of
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Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		03/17/2020
Deadline to submit questions in MFMP Sourcing	12:00 PM EST	03/27/2020
Solicitation opens in MFMP Sourcing in "Open Status" and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/15/2020
Department's anticipated posting of answers on the VBS		<u>04/15/2020</u> <u>04/14/2020</u>
Deadline to submit additional questions in MFMP Sourcing	12:00 PM EST	4/28/2020
Department's anticipated posting of answers to additional questions on the VBS		<u>05/26/2020</u> <u>05/12/2020</u>
Deadline to submit Proposals and all required documents in MFMP Sourcing	1:00 PM EST	<u>06/09/2020</u> <u>05/26/2020</u> <u>04/28/2020</u>
Public Opening <u>Conference Call # 888-585-9008 Participant Code #145-153-086</u> <u>Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) business days prior to the scheduled event.</u> <u>Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950</u>	1:01 PM EST	<u>06/09/2020</u> <u>05/26/2020</u> <u>04/28/2020</u>
Formal evaluations conducted		<u>06/29/2020-</u> <u>08/24/2020</u> <u>06/15/2020-</u> <u>08/10/2020</u> <u>05/08/2020-</u> <u>06/22/2020</u>



Timeline of Events	Event Time (Eastern Time)	Event Date
Anticipated date to post Notice of Intent to Award		<u>09/08/2020</u> <u>08/25/2020</u> 06/30/2020
Anticipated Contract start date		<u>10/01/2020</u> <u>09/15/2020</u> 07/15/2020

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.



Request for Proposals (RFP)

**Management Consulting Services
and
Financial and Performance Audits**

No. 06-80101500-J

ADDENDUM NO. 5

**Questions and Answers
RFP Amendments**

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922- 6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

Respondents should note that, as specified by Section 5.8 of the RFP, any Proposals or portions of Proposals previously submitted to the Department in response to this solicitation may be modified and replaced by the Respondent until the deadline for the submission of Proposals indicated in the Timeline of Events (as revised).

Please Note: This Addendum No. 5 does not need to be returned with the Proposal.

Section 1:

The Department hereby amends Request for Proposals No. 06-80101500-J as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

#	Question	Answer
1.	Is there a page limit for the Resumes section?	No. Please see modifications to RFP Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, below.
2.	Would there be a requirement to respond to all the Service Orders issued by the State and/or the Customers?	There is no requirement to respond to all RFQs issued by a Customer.
3.	Is there going to be any negative impacts of not responding to any Service Orders?	A requesting Customer may choose not to send future RFQs to a vendor that does not respond.
4.	Can any of the T&Cs be negotiated for each Service Order issued as they are very broad under the General Contract conditions, specifically - o 19. Indemnification - o 20. Limitation of Liability Liquidated Damages	No. However, see Attachments C and D Section IV(f)(1), Request for Quote(s) Requirements.
5.	Is the State willing to negotiate or reconsider any of the T&Cs under the General Contract conditions, specifically: - o 19. Indemnification - o 20. Limitation of Liability	No.

	Liquidated Damages	
6.	Can any of the T&Cs be negotiated or reconsidered for either the MCS Contract or the FPA contract individually?	No.
7.	Would you please clarify the difference between the scope/definition of “Program research, planning and evaluations” and “Provision of studies, analyses, scenarios, and reports relating to a Customer’s mission-oriented business programs or initiatives”?	The Department does not have any additional information to provide.
8.	With the recent clarification that service providers may respond to selective Services categories, please confirm how the Evaluation of Technical Proposals will now be handled – will there be 12 separate category specific evaluations of experience and services (versus a single evaluation of respondents across all categories) or will the evaluation be handled another way? If another way, please confirm and explain.	A single evaluation will be conducted for each Proposal.
9.	Most, if not all, of the service providers responding to this RFP hire extensively from Florida colleges and universities, and have utilized those newly hired professionals on engagements procured under these STC vehicles. The addition of the requirement of a minimum of 3 years of experience for consultants effectively excludes this important level of staffing and could negatively impact the hiring of Florida based University and College graduates (i.e. requiring more experienced hires versus graduate hires). The Florida Gubernatorial Fellows program is an excellent example of how even prospective college graduates can provide real benefits and value to the State. So would the Department consider either lowering or removing the minimum experience requirement for Junior Consultants, OR adding a fifth consulting professional category (i.e. “Entry level Consultant”) to the list of job titles?	No. This requirement is in response to requests from Customers.
10.	In regard to Offshoring, in today’s world there is a growing need to access skills that do not reside within the US – such as with cybersecurity, where the threat to the State is highest from offshore actors, and where some of the world’s most highly skilled experts and cutting edge tools reside (e.g. Israel) – so would the Department consider differentiating between wholesale offshoring of work and the selective utilization of skilled resources that reside outside the US? Or differentiating between State data being moved or accessed offshore and the ability for non-US based personnel to apply their expertise and skills to the benefit of the State?	No.
11.	If the bidder is a state government agency that is prohibited by its state constitution from agreeing to indemnification, will DMS agree to modify the contract’s indemnification language?	No.
12.	Once the State awards the contracts, will vendors be able to modify their contracts to include service areas they did not include in their proposals?	No. See Appendix B (Revised) below.
13.	The RFP indicates “...The Department reserves the right to make multiple awards per Service Category to Respondents whose total final score is within 20% of the highest total final score for that Service Category.” In this context, Service Category means either Management Consulting Services (MCS) or Financial	Please see, Attachment E (Revised), and Attachment F (Revised), below.

	Performance Audits (FPA). This suggests the evaluation of proposals is no longer which ones score the highest, but rather the evaluation is on a per service area basis. Can you please describe how the State will evaluate, score, and down select vendors proposals (either in MCS or FPA) in an equitable manner if vendors are not all responding to the same service areas.	
14.	For MCS service area 12, does the State only want proposals from vendors with grants management experience with the Stafford Disaster Relief and Emergency Assistance Act grants, or would the State be open to proposals from vendors with comparable management experience in other state and federal grants?	Respondent should provide, in its Technical Proposal, information that the Respondent determines is the best representation of Respondent's experience and solution.
15.	The "Executive/management coaching" service area can be interpreted multiple ways. So that vendors can prepare solutions that can be compared equitably, can the State please provide examples of the types of work a vendor would perform within this Scope of Work per its definition of "executive/management coaching?"	The Department does not have any additional information to provide.
16.	Will the State allow vendor bids against IDIQ task orders to include subcontractors that were not part of the original IDIQ award?	Yes. Subcontractors may be added at any time using Attachment J.
17.	Are vendors required to submit Attachment C with the response? If yes, what activities are required to be performed for Attachment C?	No. Attachment C will be submitted by awarded Contractors.
18.	Please clarify why Attachment C is included in the order of precedence below, which has been extracted from the RFP document. Order of Precedence as it related to Management Consulting Services) Addenda to solicitation, if issued (in reverse order of issuance) b) Attachment A - Cost Proposal c) Attachment B - Special Contract Conditions d) Attachment C - Draft Contract - MCS e) Attachment E - Technical Proposal Instructions and Evaluation Criteria - MCS f) RFP and all other RFP attachments	Attachment C contains the Statement of Work, which details the services being solicited in the RFP.
19.	Vendor is not required to submit proof of LIABILITY AND INSURANCE with the response. Please confirm.	Confirmed. Proof of Liability and Insurance will be required after Contract award.
20.	Seeking confirmation, the response for the entire technical proposal should be no more than 20 pages for the Management Consulting Services RFP.	Please see modifications to RFP Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, and Attachments E and F (Revised), below.
21.	Seeking confirmation, the 20 pages maximum includes the technical proposal for all services areas within the Management Consulting Contract Attachment C, Section e.	See the answer to question #20.
22.	How will scoring be calibrated among firms that respond to different numbers of categories (e.g., a firm that responds to just a few categories of services versus another that responds to most or all of the categories) given the fixed page count of the proposal? Because the page count is fixed at 20 pages for all respondents, this means that firms that respond to more categories can devote fewer pages per category than firms that respond to only a few categories. The concern is this could lead to a conclusion that the firm which provided more pages of information in a given category could be perceived as having more/better services and experience to offer, when the reality may be the opposite or equal. Please confirm	Please see modifications to RFP Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, and Attachments E and F (Revised), below.

	how DMS will evaluate the likely scenario of some firms having greater (or less) ability to respond fully to each category due to the overall page limit restriction. Would DMS consider assigning a page limit per category (e.g., 2 pages each, with a maximum of 24 pages) to govern the relative length of proposals based upon the number of categories each vendor is proposing?	
23.	How will the technical proposal scoring of up to 55 available points for “Services” and 75 available points for “Experience” be conducted when some firms respond to only a few categories and other firms respond to many/all categories? Will firms receive average scores based upon all of the categories they respond to, or will each category be scored separately?	Please see modifications to RFP Section 5.5, Basis of Award, Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, and Attachments E and F (Revised), below.
24.	In Addendum 2, DMS revised the Evaluation Criteria for Services in Attachments E and F, but DMS did not make a corresponding change to the Evaluation Criteria for Experience. Will the Experience category be evaluated and scored based on a vendor's experience in the particular services the vendor is offering to perform like the Evaluation Criteria for Services? If not, then what experience will be scored?	The Department will not modify the Experience portion of Attachment E (Revised) and Attachment F (Revised). The Department believes the criteria and instructions are clear.
25.	How will the evaluators score the Technical Proposal of a vendor who responds to all 12 MCS services versus a vendor who only responds to fewer than 12 MCS services?	See the answer to Question #23.
26.	Currently a vendor responding to all services must comply to the 20-page limit to speak to all services. While another vendor could utilize 20-pages to speak to fewer than all 12 services. Is DMS making any changes to the 20-page limit for vendor's responding to all service areas?	Please see modifications to RFP Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, and Attachments E and F (Revised), below.
27.	Since the “Other MCS-related services as agreed upon by the Contractor and Customer.” was removed, will agencies only be able to utilize the resulting State Term Contract for the specific services in Appendix B? Other Management Consulting Services like Procurement Support, Organizational Design, etc., provided in the past, would need to be procured via RFP.	Any needed services would need to fit into one of the services listed in Appendix B.
28.	Since vendors can qualify for single service, does a vendor need to be within the top 20% of a single service or top 20% of all vendors to be eligible for award?	Please see modifications to RFP Section 5.5, Basis of Award, Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, and Attachments E and F (Revised), below.
29.	How will DMS authorize which services a vendor qualifies for, if you are not scoring by service area?	Please see modifications to RFP Section 5.5, Basis of Award, Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, Appendix B (Revised), and Attachments E and F (Revised), below.
30.	How will resumes be factored into the scoring?	Evaluators will consider resumes as a component of the Technical Proposal. No specific points are assigned to resumes.
31.	What industries generally use the DMS RFP for selection of firms for auditing services?	This RFP will result in a State Term Contract which is intended for use by State of Florida agencies.
32.	Are the audits to be performed in accordance with Government Auditing Standards?	Standards for each project will be determined by the requesting Customer.
33.	Section IV.(g) Department- Specific Financial Consequences.	The Department will not modify the RFP in this way.

	Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract. We request the State remove the penalties for missed deliverables. Liquidated damages based on deliverables are typically not in consultant contracts because many events can delay deliverables, often out of control of the consultant. In many cases, it is the client who is responsible for the delay. For example, the State must provide information to the consultant to prepare the deliverable, and that information is not available when required. Or, the State must review previous deliverables for the consultant to move forward on the project, and that review cycle is delayed by the State. Or, the State may change its requirements, which causes a deliverable to be later than contracted. These examples demonstrate why liquidated damages for meeting deliverable dates are not valid in consultant contracts.	
34.	Would the State consider the following contract changes to better align with professional service firm industry practices and professional guidelines? Exhibit B: General Contract Conditions 19. Indemnification The Contractor shall be fully liable for the wrongful actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused or alleged to be caused by the negligent act or omission of the State or a Customer. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and	No.

description, including attorneys' fees, arising from or relating to Contractor's violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement by Contractor suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld. RFP No: 06-80101500-J Attachment B 7.5 Indemnification To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to Contractor's violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any wrongful acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer shall [remove "may"] provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.	
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35.	Attachment B – Specialty Contract Conditions: 6.7 Time is of the Essence Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach. We request that this clause be removed because we cannot commit to this clause on an IDIQ-type contract; it will depend on specific task orders to be issued.	The Department will not modify Section 6.7, Time is of the Essence, of Attachment B, Special Contract Conditions in this way.
36.	Attachment B – Specialty Contract Conditions: 7.4 Performance Bond. Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security. Consultant contracts typically do not require performance bonds. If this requirement remains in the contract, it may limit proposals to those from very large firms and eliminate participation from many quality smaller firms Will the state consider removing this clause from the contract conditions?	No. The Department will not remove Section 7.4, Performance Bond, of Attachment B, Special Contract Conditions.
37.	Will contractors receive more points if they submit experience related to and proposed solutions for all 12 services?	Please see modifications to RFP Section 5.5, Basis of Award, Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, and Attachments E and F (Revised), below.
38.	How will DMS be scoring proposals from contractors submitting on fewer than 12 services? (I.e., how can contractors achieve the full 130 points if they are submitting on less than 12 services?)	Please see modifications to RFP Section 5.5, Basis of Award, Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, and Attachments E and F (Revised), below.
39.	Some firms who confine their scope to service areas that have a lower cost structure may set the benchmark for the price proposal (i.e., the lowest bid) very low. This may disadvantage those firms who propose to cover the entire scope, which may include higher-priced services. In the price proposal scoring, will DMS score differently for firms that bid across the entire spectrum of services?	No.
40.	After contract award, will awardees have the opportunity to bid on any service area or only the ones they submitted on in their proposals?	Awarded Contractors may only bid on projects for Services within Service Categories that they have been awarded.
41.	Attachment B - Specialty Contract Conditions: 7.5 Indemnification.	No.

	To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any negligent acts, negligent actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Without the two changes in red, the Consultant is liable for "acts and actions" even if the Consultant is fully compliant with the contract. Will the state make the changes shown in red?	
42.	Could the State explain how liquidated damages for delayed performance would be assessed? Does a Contractor have the ability to negotiate this term if awarded project work resulting from an RFQ?	The terms and conditions for any liquidated damages for delay would be negotiated between the Contractor and a Customer at the purchase order level.
43.	Has the State ever assessed financial consequences for contractors providing these or similar services?	The Division of State Purchasing is unaware whether Customers have assessed financial consequences.
44.	Would the State consider providing point ranges for the evaluators instead of single point values? The current scoring options do not seem to provide for the potential range in quality of proposals. For instance, a proposal with a "good" rating in the Experience section could receive from 40-60 points, depending on the evaluator's perception of good.	No. The Department will not modify the RFP in this way.
45.	Since Attachments G-J do not count towards the 20 page technical proposal limit, should we include them as a separate file?	The MFMP Sourcing Application has specific sections to submit Attachments G, H, and I. Attachment J is not required to be submitted at this time.
46.	7.6 Limitation of Liability. Unless otherwise specifically enumerated in the Contract or in the purchase order, and not withstanding anything to the contrary set forth in this Contract, neither the Department, nor the Customer nor the Contractor shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records),	No.

	even if the Department, or Customer or Contractor has been advised that such damages are possible. Neither the Department, nor the Customer, nor the Contractor shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon five (5) business days prior written notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any good faith claim for damages, penalties, costs, and the like asserted by or against them. Any such retention shall not act as a final resolution of any issue leading to such retention and shall not be evidence of a breach by Contractor. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. Will the state accept the changes in red to limit liability?	
47.	8.2.3 Indemnification Related to Confidentiality of Materials. The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential. This implies that if the Department does not protect the consultant's confidential information and the consultant sues, it has to pay the Department's attorney's fees. Will the state amend this language to indicate that the consultant is not responsible for the Department's attorney fees in the event the consultant sues due to breach of protection of the consultants confidential information?	No.
48.	11.3.2 Liquidated Damages. The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages. Consulting contracts typically do not include liquidated damages. We cannot compensate for damages that are beyond our control. Will the state amend this language to clarify that the Contractor would not have to pay liquidated damages in the event the Department/Customer caused the delay?	No. See Attachment B, Special Contract Conditions, Section 11.3.1 Notification.
49.	"The Order of Precedence states Attachment B will take precedence over Attachment C, the MCS contract with a state department. Can Attachment C (MCS) with a state department take precedence over the Special Contract Conditions after the solicitation is won? Are new terms negotiable with each department contract and can it take precedence over the Special Contract Conditions?"	See Attachments C and D Section IV.(f)(1), Request for Quote(s) Requirements.

50.	12.2 Payment Audit. Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General. Detailed payment records are not typically required for Firm Fixed Price contracts. Will the state amend this language to remove the requirement for this level of granularity in records required to be made available to the Department/Customer?	No.
51.	Can you confirm that the "systems" in the systems alignment and consolidation service area is related to IT services?	No.
52.	Will the State consider redacting submitted pricing under the applicable public records laws?	To redact the prices, the information would have to be exempt from public records disclosure requirements of Chapter 119, Florida Statutes. Trade secrets are exempt from disclosure. However, if a Contractor were to assert trade secret protection for its prices, DMS would not be able to publish the prices to Customers. This could make the Contract very difficult for Customers to use. Please refer to RFP Section 3.4, Redacted Submissions, for information on how to claim confidentiality when submitting a Proposal.
53.	Will the State consider daily or weekly rates for this submission?	No.
54.	To increase competition will the state consider modifying the contract terms?	No.
55.	Attachment C – State Term Contract: Section IV.(f)(1), 2 nd paragraph – Request for Quote(s) Requirements When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO. The second sentence cancels the intent of the first sentence and implies that we cannot negotiate T&Cs at the SOW/Task Order level. Will the state amend this language to eliminate this contradiction?	No. The Department does not view these as contradictory.

56.	Attachment C – State Term Contract: Section IV (i) Contractor Warranty The Contractor agrees to the following representation and warranty: Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer’s database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer. As consultants, we cannot provide this warranty. We can only warrant our own work product. Will the state amend this language to clarify that the Consultant cannot warranty work or products not provided by the Consultant?	No.
57.	Are there any scoring points for Veteran owned CPA firms. If so, what is the amount of the points to be allocated.	There are no specific points allocated for Veteran owned firms.
58.	Appendix A appears to provide the award amounts of dollars per firm for one year (FY2018 - 19). Can your team provide the revenue per firm for both categories for FY 2017-18 , FY 2016-17 and FY 2015-16.	See Appendix C at the end of this addendum.
59.	Attachment E.1 The following question was denied: “Can the Agency articulate the criteria for an experience rating of good vs. extensive? Articulate the criteria for an experience rating of good vs. Exceptional?” Can the Agency provide qualitative definitions for ratings such as "good" vs. "extensive"?	The Department will not offer any additional definitions.
60.	Will the State/Agency waive the requirement for monthly/quarterly reports when there is no open project?	Contractors will be required to submit reports indicating no sales during the reporting period.
61.	Although this RFP does not specify any goals for minority (MBE/WBE) participation, can we reasonably expect that individual project Customers utilizing the Management Consulting OR the Financial and Performance Audit Service state term contract, WILL establish goals for minority participation in the individual RFQs? If so, will the firms in the pool created through this RFP have to identify the minority partner within the pool, or can they identify a minority partner outside of the pool.	These will be determined by the Customer.
62.	The current Florida State Term Contracts (973-000-14-02 and 973-000-14-01) include a limitation of liability with a cap. Why did DMS take a different approach with this RFP regarding not including a mutual indemnification and cap on liability?	The Department considers this approach in the best interest of the State.
63.	As an incumbent to the current Florida State Term Contracts we were excited to see the release of the Request for Proposal for new statewide contracts. Our existing Florida State Term Contracts include a limitation of liability (LOL) and indemnification provisions that limits contractor liability by dollar cap and type of damages. The terms of the expected replacement contract (paragraphs 7.5 and	The Department will not modify the RFP in this way.

	7.6) do not include any provision limiting contractor liability. The State's responses in the Q&A indicate the State will not revert back to the existing contracts for certain terms, including the LOL provision that limited contractor liability. Unfortunately, there are certain contract terms that are considered to be necessities for our firm (as well as several other leading mid-sized and large-sized professional services and consulting firms). The lack of a LOL provision applicable to contractors in these contracts poses a significant challenge for our firm, and likely many other firms submitting a bid. Presently we have several active contracts with the State on the MC and FPA contracts, all of which have all been successfully negotiated to mutually acceptable terms, and include a LOL provision. Over the years we have noticed that when other jurisdictions have taken a similar approach and chosen not to include LOL provision, mid-tier and large firms do not respond to competitive procurements, which in turn results in reduced competition within that jurisdiction, and a decrease in value provided to the jurisdiction. Over time as those jurisdictions realized that they were not getting "best – value," they have moved back to including a LOL provision that limits contractor liability in their contracts. Our firm (and based on the Q&A, it appears many other firms) requests that DMS consider including a LOL provision consistent with terms presented in the current State Term Contracts 973-000-14-02 and 973-000-14-01, even if the LOL has an adjusted cap. This change will give mid and large-sized firms an opportunity to bid on future procurements and help the State achieve "best value" from truly competitive solicitations.	
64.	Why did the Department release Addendum No. 2 to modify its original answers that were released in Addendum No.1?	The Department believed it was in the best interest of the State to do so.
65.	In Addendum No.2, the Department modified the RFP requirements and such that respondents are not required to respond to all services in the authorized services chart that will be delivered under this contract. How will the Department ensure fair technical evaluation of vendors if some vendors meet all service areas and others only meets one? For example, if technical responses are otherwise equal but Vendor 1 covers one service area and Vendor 2 covers all service areas, would Vendor 2 get a higher technical score? How will this be determined such that all vendors are measured (and thus the contracts are awarded) based on clear, fair, and uniform scoring methodology / standard?	Please see modifications to RFP Section 5.5, Basis of Award, Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, and Attachments E and F (Revised), below.
66.	In Addendum No.2, the Department modified the RFP requirements and changed the pricing evaluation criteria to be for services the vendor will perform, instead of requiring respondents to be evaluated on comprehensive services that will be delivered under this contract. Specifically, following the current evaluation formula, a vendor that only provides one service under the contract may have significantly lower rates as its business only supports one service covered by the contract. Larger firms instead provide varying resources with experience in all of the areas	The Department believes the evaluation methodology is fair.

requested, which comes at a higher operating cost. As a result, the pricing criteria as written may skew the cost score of a vendor that can meet all services disproportionately (see the table below) and could result in vendors that provide comprehensive services being at an unfair disadvantage in the procurement process, thus limiting competition and the services available to the State. How will the Department ensure fair evaluation of vendors' cost proposals between a vendor providing one service and a vendor providing comprehensive services?

Vendor Services Offered	Example Sum of Rates	Cost Score	Missed Points	Technical Score (Assumption*)	Total Score
Vendor 1 – Niche Services	\$448.00	70.0	0.0	125	195.0
Vendor 2 – Niche Services	\$710.00	44.2	-25.8	125	169.2
Vendor 3 – Some Services	\$670.00	46.8	-23.2	125	171.8
Vendor 4 – Some Services	\$725.00	43.3	-26.7	125	168.3
Vendor 5 – Most Services	\$830.00	37.8	-32.2	125	162.8
Vendor 6 – Most Services	\$1,065.00	29.4	-40.6	125	154.4
Vendor 7 – All Services	\$1,259.00	24.9	-45.1	125	149.9

*Technical Score assumption is that all vendors represented above score 125/130 on the Technical Response under the current scoring guidance provided in the RFP and Q&A.

Section 2:

The following modifies requirements found in the RFP. The variations between the new and the old requirements are highlighted in yellow.

1. RFP Section 5.5, Basis of Award Technical Proposal – 130 Available Points for a Service Category, is hereby modified as follows:

5.5 Basis of Award

Contract(s) will be awarded to the responsible and responsive Respondent(s) **for each Service** in each Service Category whose Proposal(s) is determined in writing to be the most advantageous to the State, taking into consideration the Cost Proposal and Technical Proposal as follows:

The Department intends to issue an award(s) for Management Consulting Services and an award(s) for Financial and Performance Audits under separate STCs to the Respondent(s) with the highest total final score **for each Service** in each Service Category, which will be calculated by the Procurement Officer by combining the average of the Evaluator technical scores and the Cost Proposal score. If a Respondent submits a Technical Proposal and a Cost Proposal for both categories, the Technical Proposal and Cost Proposal for each Service Category will be evaluated and scored separately. The Department reserves the right to make multiple awards **per Service within a Service Category as listed in Attachment C, Section e) Services, for Management Consulting Services, and Attachment D, Section e) Services, for Financial and Performance Audits,** to Respondents whose total final score is within **2025%** of the highest total final score for that **Services within the Service Category**. The methodology for scoring each Service Category is outlined below:

Proposal	Available Points
A. Technical Proposal (Attachment E for MCS and Attachment F for FPA)	
1. Experience	75
2. Proposed Solution – Per Service	55
B. Cost Proposal (Attachment A)	70
Total Available Points for a Per Service within Service Category 1 or 2 (A + B)	200

A Respondent may receive awards for either or both of the Service Categories in accordance with the terms of the RFP. However, the Department reserves the right to make no award in either or both Service Categories, as determined to be in the best interest of the State.

2. RFP Section 5.5.1, Technical Proposal – 130 Available Points for a Service Category, is hereby modified as follows:

5.5.1 Technical Proposal - 130 Available Points for a **Service within a Service Category**

The Respondent will be awarded up to 130 points for a **Service within a Service Category** based on its submitted Technical Proposal in accordance with the evaluation criteria outlined in the Technical Proposal Instructions and Evaluation Criteria (Attachment E for MCS and Attachment F for FPA). Only the Technical Proposal document submitted by the Respondent will be provided to the Evaluators for evaluation (i.e., the Evaluators will not consider other documents provided in the Proposal when completing their evaluations). **Resumes should be limited to relevant information and experience but are not limited in total pages.** If a Respondent submits a Technical Proposal for both categories, each Technical Proposal will be independently evaluated.

Technical Proposals for each Service Category should be no more than 20 pages the page limits outlined in the following chart (not including resumes or Appendix B):

Number of Services Being Offered	Total Technical Proposal Page Limit
1 - 5	20
6	21
7	22

<u>8</u>	<u>23</u>
<u>9</u>	<u>24</u>
<u>10</u>	<u>25</u>
<u>11</u>	<u>26</u>
<u>12</u>	<u>27</u>

There are no restrictions to how Respondents may use the total pages for the Technical Proposal. However, if the Technical Proposal exceeds the 20 pages limit, only the first 20 pages that do not exceed the limit, plus resumes and Appendix B, will be provided to the Evaluators (Note: cover pages and tables of contents are included in the 20-page limit).

3. Appendix B, Authorized Services Chart, is hereby replaced in its entirety as follows:

APPENDIX B

Authorized Services Chart **(REVISED)**

Respondents must place a check next to the services the Contractor, through its personnel, will **offer to provide upon if awarded**. Note: The services designated through this chart **and awarded to the Contractor** will be the only services the Contractor will be authorized to perform for the life of the Contract.

Category 1: Management Consulting Services.

CHECK	SERVICE
	Consulting on management strategy.
	Project management.
	Program research, planning, and evaluations.
	Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
	Executive/management coaching services.
	Customized training as needed to achieve a management consulting objective.
	Assistance with policy and regulation development.
	Assistance with process and productivity improvement.
	Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
	Systems alignment and consolidation.
	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Category 2: Financial and Performance Audits.

CHECK	SERVICE
	Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
	Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and

	disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).
	Internal Controls Audits
	Economy and Efficiency Audits
	Program Results and Program Fraud Audits

Section 3:

The following modifies requirements found in the RFP. The variations between the new and the old requirements are extensive and therefore **not** highlighted in **yellow**. Respondents should review these documents thoroughly.

4. **Attachment E, Technical Proposal Instructions and Evaluation Criteria, Service Category 1: Management Consulting Services, is hereby replaced in its entirety:**

Attachment E (Revised)
Technical Proposal Instructions and Evaluation Criteria
Service Category 1: Management Consulting Services

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment E should be labeled "Technical Proposal – Service Category 1: Management Consulting Services". Do not submit **more than the page limit outlined in RFP Section 5.5.1, Technical Proposal, (not including resumes and Appendix B) in aggregate for Experience and Proposed Solution, including cover page and table of contents**. If the Respondent would also like to be considered for Service Category 2 – Financial and Performance Audits, the Respondent should submit a separate Technical Proposal for Service Category 2 using Attachment F – Technical Proposal Instructions and Evaluation Criteria (Service Category 2: Financial and Performance Audits). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Proposal	Available Points
A. Technical Proposal (Attachment E for MCS and Attachment F for FPA)	
1. Experience	75
2. Proposed Solution – Per Service	55
B. Cost Proposal (Attachment A)	70
Total Available Points Per Service within Service Category 1 (A + B)	200

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent's relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 1. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Management Consulting Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Management Consulting Services.	0
Respondent demonstrates a minimal level of quality, depth, or relevance in experience in providing Management Consulting Services.	25
Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Management Consulting Services.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Management Consulting Services.	75

2. Proposed Solution – 55 Available Points Per Service Offered

a) Consulting on Management Strategy

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Consulting on Management Strategy services, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Consulting on Management strategy will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Consulting on Management Strategy services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Consulting on Management Strategy services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Consulting on Management Strategy services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Consulting on Management Strategy services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Consulting on Management Strategy services statewide and to offer diverse knowledge and skillsets.	55

b) Project Management

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Project Management services, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Project Management services will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Project Management services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Project Management services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Project Management services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Project Management services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Project Management services statewide and to offer diverse knowledge and skillsets.	55

c) Program Research, Planning, and Evaluations

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Program Research, Planning, and Evaluations services, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Program Research, Planning, and Evaluations services will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Program Research, Planning, and Evaluations services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Program Research, Planning, and Evaluations services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Program Research, Planning, and Evaluations services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Program Research, Planning, and Evaluations services statewide and to offer diverse knowledge and skillsets.	36

Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Program Research, Planning, and Evaluations services statewide and to offer diverse knowledge and skillsets.	55
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d) Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's mission-oriented business programs or initiatives

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's mission-oriented business programs or initiatives services, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's mission-oriented business programs or initiatives services will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's mission-oriented business programs or initiatives services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's mission-oriented business programs or initiatives services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's mission-oriented business programs or initiatives services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's mission-oriented business programs or initiatives services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's mission-oriented business programs or initiatives services statewide and to offer diverse knowledge and skillsets.	55

e) Executive/Management Coaching Services

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Executive/Management Coaching Services, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Executive/Management Coaching Services will be provided, describing staffing, and/or providing resumes. Evaluators will consider the

following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Executive/Management Coaching Services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Executive/Management Coaching Services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide Executive/Management Coaching Services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide Executive/Management Coaching Services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide Executive/Management Coaching Services statewide and to offer diverse knowledge and skillsets.	55

f) Customized Training as needed to achieve a Management Consulting Objective

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Customized Training as needed to achieve a Management Consulting Objective services, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Customized Training as needed to achieve a Management Consulting Objective services will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Customized Training as needed to achieve a Management Consulting Objective services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Customized Training as needed to achieve a Management Consulting Objective services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide Customized Training as needed to achieve a Management Consulting Objective services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide Customized Training as needed to achieve a Management Consulting Objective services statewide and to offer diverse knowledge and skillsets.	36

Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide Customized Training as needed to achieve a Management Consulting Objective services statewide and to offer diverse knowledge and skillsets.	55
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g) Assistance with Policy and Regulation Development

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Assistance with Policy and Regulation Development services, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Assistance with Policy and Regulation Development services will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Assistance with Policy and Regulation Development services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Assistance with Policy and Regulation Development services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide Assistance with Policy and Regulation Development services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide Assistance with Policy and Regulation Development services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide Assistance with Policy and Regulation Development services statewide and to offer diverse knowledge and skillsets.	55

h) Assistance with Process and Productivity Improvement

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Assistance with Process and Productivity Improvement services, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Assistance with Process and Productivity Improvement services will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Assistance with Process and Productivity Improvement services in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Assistance with Process and Productivity Improvement services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Assistance with Process and Productivity Improvement services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Assistance with Process and Productivity Improvement services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Assistance with Process and Productivity Improvement services statewide and to offer diverse knowledge and skillsets.	55

i) Expert Witness Services in Support of Litigation, Claims, or Other Formal Cases Relating to Management Consulting

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Expert Witness Services in Support of Litigation, Claims, or Other Formal Cases Relating to Management Consulting, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Assistance with Process and Productivity Improvement services will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Expert Witness Services in Support of Litigation, Claims, or Other Formal Cases Relating to Management Consulting in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Expert Witness Services in Support of Litigation, Claims, or Other Formal Cases Relating to Management Consulting statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Expert Witness Services in Support of Litigation, Claims, or Other Formal Cases Relating to Management Consulting statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Expert Witness Services in Support of Litigation, Claims, or Other Formal Cases Relating to Management Consulting statewide and to offer diverse knowledge and skillsets.	36

Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Expert Witness Services in Support of Litigation, Claims, or Other Formal Cases Relating to Management Consulting statewide and to offer diverse knowledge and skillsets.	55
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j) Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Advisory and Assistance Services Relating to a Customer's Mission-Oriented Business Programs or Initiatives statewide and to offer diverse knowledge and skillsets.	55

k) Systems Alignment and Consolidation

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Systems Alignment and Consolidation services, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Systems Alignment and Consolidation services will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Systems Alignment and Consolidation services in accordance with the following guidelines and must base his or her score on

the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Systems Alignment and Consolidation services statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide Systems Alignment and Consolidation services statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide Systems Alignment and Consolidation services statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide Systems Alignment and Consolidation services statewide and to offer diverse knowledge and skillsets.	55

I) Comprehensive Grants Management Services Related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 1 services, which should demonstrate the Respondent's ability to provide Comprehensive Grants Management Services Related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Comprehensive Grants Management Services Related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Comprehensive Grants Management Services Related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Financial and Performance Audits, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Management Consulting Services).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Comprehensive Grants Management Services Related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide Comprehensive Grants Management Services Related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs statewide and to offer diverse knowledge and skillsets.	18

Respondent's proposal demonstrates that the Respondent has a good ability to provide Comprehensive Grants Management Services Related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Comprehensive Grants Management Services Related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs statewide and to offer diverse knowledge and skillsets.	55

5. **Attachment F, Technical Proposal Instructions and Evaluation Criteria, Service Category 2: Financial and Performance Audits, is hereby replaced in its entirety as follows:**

Attachment F (Revised)
Technical Proposal Instructions and Evaluation Criteria
Service Category 2: Financial and Performance Audits

The Respondent should prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. Responses to this Attachment F should be labeled "Technical Proposal – Service Category 2: Financial and Performance Audits". Do not submit **more than the page limit outlined in RFP Section 5.5.1, Technical Proposal, (not including resumes and Appendix B) in aggregate for Experience and Proposed Solution, including cover page and table of contents.** If the Respondent would also like to be considered for Service Category 1 – Management Consulting Services, the Respondent should submit a separate Technical Proposal for Service Category 1 using Attachment E – Technical Proposal Instructions and Evaluation Criteria (Service Category 1: Management Consulting Services). Documents should be submitted in PDF format with fully searchable text and image features throughout the document.

Proposal	Available Points
A. Technical Proposal (Attachment E for MCS and Attachment F for FPA)	
1. Experience	75
2. Proposed Solution – Per Service	55
B. Cost Proposal (Attachment A)	70
Total Available Points Per Service within Service Category 2 (A + B)	200

1. Experience – 75 Available Points

In its Technical Proposal, the Respondent should provide a narrative on the Respondent's relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 2. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects. Evaluators will use the following when scoring the experience section:

The Evaluator will evaluate the quality, depth, and relevance of the experience (preferably with demonstrated experience in providing services relevant to governmental entities) in providing Financial and Performance Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent does not demonstrate that it has quality, depth, or relevance in experience in providing Financial and Performance Audits.	0
Respondent demonstrates a minimal level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	25
Respondent demonstrates a good level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	50
Respondent demonstrates an extensive level of quality, depth, or relevance in experience in providing Financial and Performance Audits.	75

2. Proposed Solution – 55 Available Points Per Service Offered

a) Financial Statements Audits

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 2 services, which should demonstrate the Respondent's ability to provide Financial Statements Audits, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Financial Statements Audits will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Financial Statements Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Financial Statements Audits statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Financial Statements Audits statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Financial Statements Audits statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Financial Statements Audits statewide and to offer diverse knowledge and skillsets.	55

b) Audits of Segments of Financial Statements

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 2 services, which should demonstrate the Respondent's ability to provide Audits of Segments of Financial Statements, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Audits of Segments of Financial Statements will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Audits of Segments of Financial Statements in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Audits of Segments of Financial Statements statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Audits of Segments of Financial Statements statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Audits of Segments of Financial Statements statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Audits of Segments of Financial Statements statewide and to offer diverse knowledge and skillsets.	55

c) Internal Controls Audits

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 2 services, which should demonstrate the Respondent's ability to provide Internal Controls Audits, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Internal Controls Audits will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Internal Controls Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Internal Controls Audits statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has minimal ability to provide Internal Controls Audits statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a good ability to provide Internal Controls Audits statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has exceptional ability to provide Internal Controls Audits statewide and to offer diverse knowledge and skillsets.	55

d) Economy and Efficiency Audits

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 2 services, which should demonstrate the Respondent's ability to provide Economy and Efficiency Audits, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Economy and Efficiency Audits will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Economy and Efficiency Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Economy and Efficiency Audits statewide and to offer diverse knowledge and skillsets.	0
Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide Economy and Efficiency Audits statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide Economy and Efficiency Audits statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide Economy and Efficiency Audits statewide and to offer diverse knowledge and skillsets.	55

e) Program Results and Program Fraud Audits

In its Technical Proposal, the Respondent should fully describe its proposal for carrying out Service Category 2 services, which should demonstrate the Respondent's ability to provide Program Results and Program Fraud Audits, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Program Results and Program Fraud Audits will be provided, describing staffing, and/or providing resumes. Evaluators will consider the following information when scoring the services section:

The Evaluator will evaluate the Respondent's proposal for carrying out Program Results and Program Fraud Audits in accordance with the following guidelines and must base his or her score on the information provided in the Technical Proposal (note: if an Evaluator reviews a Technical Proposal from a Respondent for Management Consulting Services, the Evaluator must not consider any of the information provided in that Technical Proposal when evaluating the Respondent's Technical Proposal for Financial and Performance Audits).

Evaluation Criteria	Points
Respondent's proposal does not demonstrate the Respondent's ability to provide Program Results and Program Fraud Audits statewide and to offer diverse knowledge and skillsets.	0

Respondent's proposal demonstrates that the Respondent has <u>minimal</u> ability to provide Program Results and Program Fraud Audits statewide and to offer diverse knowledge and skillsets.	18
Respondent's proposal demonstrates that the Respondent has a <u>good</u> ability to provide Program Results and Program Fraud Audits statewide and to offer diverse knowledge and skillsets.	36
Respondent's proposal demonstrates that the Respondent has <u>exceptional</u> ability to provide Program Results and Program Fraud Audits statewide and to offer diverse knowledge and skillsets.	55

APPENDIX C

MANAGEMENT CONSULTING SERVICES

Supplier - Company Name	FY2015-2016	FY2016-2017	FY2017-2018
Carr, Riggs & Ingram, LLC	\$ 100,212.70	\$ 55,115.00	\$ 11,800.00
Ernst & Young, LLP	\$ 4,431,255.01	\$ 2,546,283.57	\$ 1,295,459.83
Gartner, Inc.		\$ 1,050,542.00	
Grant Thornton LLP	\$ 1,076,855.00	\$ 1,442,859.18	\$ 860,747.75
ISF, Inc.	\$ 1,697,291.25	\$ 1,910,613.50	\$ 1,898,423.00
KPMG LLP	\$ 1,147,051.75	\$ 976,182.00	\$ 474,795.75
MAXIMUS Consulting Services	\$ 33,500.00	\$ 65,450.00	\$ 99,387.50
MAXIMUS, INC.	\$ 60,990.00	\$ 60,750.00	\$ 59,280.00
RSM US LLP			\$ 120,517.87
The North Highland Company	\$ 6,278,998.24	\$ 7,535,780.45	\$ 9,097,909.06
Thomas Howell Ferguson P.A.	\$ 523,404.48	\$ 878,320.06	\$ 338,668.75
Grand Total	\$ 15,349,558.43	\$ 16,521,895.76	\$ 14,256,989.51

FINANCIAL AND PERFORMANCE AUDITS

Supplier - Company Name	FY2015-2016	FY2016-2017	FY2017-2018
Carr, Riggs & Ingram, LLC	\$ 119,754.50	\$ 785,650.09	\$ 712,048.21
Ernst & Young, LLP			
KPMG LLP	\$ 1,008,173.00	\$ 659,995.00	\$ 749,764.00
RSM US LLP	\$ 14,000.00		
Thomas Howell Ferguson P.A.	\$ 654,064.10	\$ 1,061,923.00	\$ 1,199,329.26
Grand Total	\$ 1,795,991.60	\$ 2,507,568.09	\$ 2,661,141.47

Note: The spend information in the chart above includes State Agencies spend only and does not include local governments, schools and universities.

Source: MyFloridaMarketPlace Analysis



**State of Florida
Department of Management Services
Request for Proposals (RFP) No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits**

September 8, 2020

ADDENDUM NO. 6

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO POST A BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The following requirements supplement or replace those found in the RFP. The variations between the new and the old requirements are highlighted in **yellow**.

Section 1, Introduction, Subsection 1.1, Timeline of Events, of the Request for Proposals (RFP) is hereby modified as follows:

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events are subject to change. Any changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Respondents should note that, as specified by Section 5.8 of the RFP, any Proposals or portions of Proposals previously submitted to the Department in response to this solicitation may be modified and replaced by the Respondent until the deadline for the submission of Proposals indicated in the Timeline of Events (as revised).



Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		03/17/2020
Deadline to submit questions in MFMP Sourcing	12:00 PM EST	03/27/2020
Solicitation opens in MFMP Sourcing in "Open Status" and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/15/2020
Department's anticipated posting of answers on the VBS		04/15/2020 04/14/2020
Deadline to submit additional questions in MFMP Sourcing	12:00 PM EST	4/28/2020
Department's anticipated posting of answers to additional questions on the VBS		05/26/2020 05/12/2020
Deadline to submit Proposals and all required documents in MFMP Sourcing	1:00 PM EST	06/09/2020 05/26/2020 04/28/2020
Public Opening <u>Conference Call # 888-585-9008 Participant Code #145-153-086</u> <u>Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) business days prior to the scheduled event.</u> <u>Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950</u>	1:01 PM EST	06/09/2020 05/26/2020 04/28/2020
Formal evaluations conducted		06/29/2020- 08/24/2020 06/15/2020- 08/10/2020 05/08/2020- 06/22/2020



Timeline of Events	Event Time (Eastern Time)	Event Date
Anticipated date to post Notice of Intent to Award		<u>09/29/2020</u> <u>09/08/2020</u> 08/25/2020 06/30/2020
Anticipated Contract start date		<u>11/16/2020</u> <u>10/01/2020</u> 09/15/2020 07/15/2020

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.



**State of Florida
Department of Management Services
Request for Proposals (RFP) No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits**

November 10, 2020

ADDENDUM NO. 7

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO POST A BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The following requirements supplement or replace those found in the RFP. The variations between the new and the old requirements are highlighted in **yellow**.

Section 1, Introduction, Subsection 1.1, Timeline of Events, of the Request for Proposals (RFP) is hereby modified as follows:

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events are subject to change. Any changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Respondents should note that, as specified by Section 5.8 of the RFP, any Proposals or portions of Proposals previously submitted to the Department in response to this solicitation may be modified and replaced by the Respondent until the deadline for the submission of Proposals indicated in the Timeline of Events (as revised).

Department of
**MANAGEMENT
SERVICES**

▶ We serve those who serve Florida



Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		03/17/2020
Deadline to submit questions in MFMP Sourcing	12:00 PM EST	03/27/2020
Solicitation opens in MFMP Sourcing in "Open Status" and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/15/2020
Department's anticipated posting of answers on the VBS		04/15/2020 04/14/2020
Deadline to submit additional questions in MFMP Sourcing	12:00 PM EST	4/28/2020
Department's anticipated posting of answers to additional questions on the VBS		05/26/2020 05/12/2020
Deadline to submit Proposals and all required documents in MFMP Sourcing	1:00 PM EST	06/09/2020 05/26/2020 04/28/2020
Public Opening <u>Conference Call # 888-585-9008 Participant Code #145-153-086</u> <u>Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) business days prior to the scheduled event.</u> <u>Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950</u>	1:01 PM EST	06/09/2020 05/26/2020 04/28/2020
Formal evaluations conducted		06/29/2020- 08/24/2020 06/15/2020- 08/10/2020 05/08/2020- 06/22/2020



Timeline of Events	Event Time (Eastern Time)	Event Date
Anticipated date to post Notice of Intent to Award		09/29/2020 09/08/2020 08/25/2020 06/30/2020
Anticipated Contract start date		12/15/2020 11/16/2020 10/01/2020 09/15/2020 07/15/2020

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.



**State of Florida
Department of Management Services
Request for Proposals (RFP) No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits**

December 7, 2020

ADDENDUM NO. 8

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO POST A BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The following requirements supplement or replace those found in the RFP. The variations between the new and the old requirements are highlighted in **yellow**.

Section 1, Introduction, Subsection 1.1, Timeline of Events, of the Request for Proposals (RFP) is hereby modified as follows:

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events are subject to change. Any changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Respondents should note that, as specified by Section 5.8 of the RFP, any Proposals or portions of Proposals previously submitted to the Department in response to this solicitation may be modified and replaced by the Respondent until the deadline for the submission of Proposals indicated in the Timeline of Events (as revised).



Timeline of Events	Event Time (Eastern Time)	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		03/17/2020
Deadline to submit questions in MFMP Sourcing	12:00 PM EST	03/27/2020
Solicitation opens in MFMP Sourcing in "Open Status" and Respondents may begin submitting Proposals in MFMP Sourcing	12:00 PM EST	04/15/2020
Department's anticipated posting of answers on the VBS		04/15/2020 04/14/2020
Deadline to submit additional questions in MFMP Sourcing	12:00 PM EST	4/28/2020
Department's anticipated posting of answers to additional questions on the VBS		05/26/2020 05/12/2020
Deadline to submit Proposals and all required documents in MFMP Sourcing	1:00 PM EST	06/09/2020 05/26/2020 04/28/2020
Public Opening <u>Conference Call # 888-585-9008 Participant Code #145-153-086</u> <u>Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.myflorida.com at least five (5) business days prior to the scheduled event.</u> <u>Meeting location: 4050 Esplanade Way, Room 101, Tallahassee, FL 32399-0950</u>	1:01 PM EST	06/09/2020 05/26/2020 04/28/2020
Formal evaluations conducted		06/29/2020- 08/24/2020 06/15/2020- 08/10/2020 05/08/2020- 06/22/2020



Timeline of Events	Event Time (Eastern Time)	Event Date
Anticipated date to post Notice of Intent to Award		09/29/2020 09/08/2020 08/25/2020 06/30/2020
Anticipated Contract start date		01/15/2021 12/15/2020 11/16/2020 10/01/2020 09/15/2020 07/15/2020

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits
Award List by Service
Category 2: Financial and Performance Audits
Service: a) Financial Statements Audits

Respondent
BCA Watson Rice LLP
BDO USA LLP
Blue Sky Emergency Management
Carr, Riggs & Ingram, LLC
CHERRY BEKAERT LLP
CliftonLarsonAllen LLP
CohnReznick LLP
Emergen, Inc.
Ernst & Young U.S. LLP
Grant Thornton LLP
Harvey, Covington & Thomas of South Florida, LLC
James Moore & Co
KPMG LLP
Mauldin & Jenkins, LLC
RSM US LLP
Thomas Howell Ferguson P.A.

Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits
Total Final Scores and Awards
Category 2: Financial and Performance Audits
Service: b) Audits of Segments of Financial Statements

Respondent
BCA Watson Rice LLP
BDO USA LLP
Blue Sky Emergency Management
Carr, Riggs & Ingram, LLC
CHERRY BEKAERT LLP
CliftonLarsonAllen LLP
CohnReznick LLP
Emergen, Inc.
Ernst & Young U.S. LLP
Grant Thornton LLP
Harvey, Covington & Thomas of South Florida, LLC
James Moore & Co
KPMG LLP
Mauldin & Jenkins, LLC
Thomas Howell Ferguson P.A.

Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits
Total Final Scores and Awards
Category 2: Financial and Performance Audits
Service: c) Internal Controls Audits

Respondent
BCA Watson Rice LLP
BDO USA LLP
Blue Sky Emergency Management
Carr, Riggs & Ingram, LLC
CHERRY BEKAERT LLP
CliftonLarsonAllen LLP
CohnReznick LLP
Crowe LLP
Emergen, Inc.
Ernst & Young U.S. LLP
Grant Thornton LLP
Harvey, Covington & Thomas of South Florida, LLC
KPMG LLP
MGT of America Consulting, LLC
MorganFranklin Consulting, LLC
RSM US LLP
Thomas Howell Ferguson P.A.

Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits
Total Final Scores and Awards
Category 2: Financial and Performance Audits
Service: d) Economy and Efficiency Audits

Respondent
Advanced Systems Design, Inc.
BCA Watson Rice LLP
BDO USA LLP
Blue Sky Emergency Management
Carr, Riggs & Ingram, LLC
CHERRY BEKAERT LLP
CliftonLarsonAllen LLP
CohnReznick LLP
Crowe LLP
Emergen, Inc.
Ernst & Young U.S. LLP
Evergreen Solutions, LLC
Grant Thornton LLP
Harvey, Covington & Thomas of South Florida, LLC
KPMG LLP
MGT of America Consulting, LLC
MorganFranklin Consulting, LLC
Public Consulting Group, Inc.
RSM US LLP
Thomas Howell Ferguson P.A.

Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits
Total Final Scores and Awards
Category 2: Financial and Performance Audits
Service: e) Program Results and Program Fraud Audits

Respondent
Advanced Systems Design, Inc.
BCA Watson Rice LLP
BDO USA LLP
Blue Sky Emergency Management
Carr, Riggs & Ingram, LLC
CHERRY BEKAERT LLP
CliftonLarsonAllen LLP
CohnReznick LLP
Crowe LLP
Emergen, Inc.
Ernst & Young U.S. LLP
Grant Thornton LLP
Harvey, Covington & Thomas of South Florida, LLC
KPMG LLP
MGT of America Consulting, LLC
MorganFranklin Consulting, LLC
Public Consulting Group, Inc.
RSM US LLP
Thomas Howell Ferguson P.A.

CITY OF OPA-LOCKA AGREEMENT FOR EFFICIENCY AUDIT SERVICES

Piggyback State of Florida Request for Proposals (RFP) #06-80101500-J for Efficiency Audit Services

This Agreement is made this ____ day of _____, 2025, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and BCA Watson Rice, LLP whose address is 2875 Northeast 191st Street 500, Aventura, FL 33180 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Efficiency Audit Services (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between State of Florida and the Contractor, as set forth in the State of Florida Request for Proposals #06-80101500-J for Efficiency Audit Services ("the RFP"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through February 28, 2027, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Efficiency Audit Services in accordance with the City's requirements as set forth herein and the Standard Contract between State of Florida and the Contractor dated on or

about February 18, 2021 (the "State of Florida Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. Contractor's proposal shall also be incorporated hereto as Exhibit "B". In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the State of Florida Agreement and the Contractor's accepted proposal for said work.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305) 953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the State of Florida with regard to any and all provisions of the State of Florida Agreement, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Sha'mecca Lawson, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: BCA Watson Rice, LLP
Carshena T. Allison
Registered Agent
3841 SW 144th Terrace
Miramar, FL 33027

Copy To: BCA Watson Rice, LLP
Manager
2875 Northeast 191st Street, 500
Aventura, FL 33180

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 8. Anti-human Trafficking. Prior to commencement of services or payment by the City, Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, EMAIL: JFLORES@OPALOCKAFL.GOV OR BY MAIL: CITY OF OPA-LOCKA – CITY CLERK'S OFFICE, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Sha'mecca Lawson, Interim City Manager

Date: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF OPA-LOCKA
ONLY:**

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

CONTRACTOR:
BCA Watson Rice, LLP

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF JACKSONVILLE'S REQUEST FOR PROPOSALS (RFP) #ESC-0258-24 WITH HERA PROPERTY REGISTRY, LLC FOR QUALIFIED PROFESSIONAL SERVICES FOR REGISTRATION OF FORECLOSED AND VACANT PROPERTIES SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00) EACH TIME A PROPERTY IS REGISTERED OR RE-REGISTERED; APPROVING EXECUTION OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") desires to piggyback the City of Jacksonville's Request for Proposals (RFP) #ESC-0258-24 to obtain Registration of Foreclosed and Vacant Properties Services; and

WHEREAS, City of Opa-Locka Ordinance 2025-09 amended Chapter 14 of the City of Opa-Locka Code of Ordinances entitled "Nuisances" to include the "registration of abandoned, vacant, and foreclosure properties"; and

WHEREAS, the intent is to establish a process to address the deterioration and decline of land value in neighborhoods within the City of Opa-Locka ("City") caused by vacant and abandoned properties that become havens for criminal activity; and

WHEREAS, pursuant to the City of Jacksonville's Request for Proposals (RFP) #ESC-0258-24, Hera Property Registry, LLC was selected as the successful bidder and the City Commission of the City of Opa-Locka desires to piggyback the terms of said bid for an amount not to exceed One Hundred Dollars (\$100.00) each time a property is registered or re-registered; and

WHEREAS, HERA Property Registry, LLC will aid the City in identifying these properties and initiate a registry of current abandoned, vacant and foreclosed properties through the company's platform. In addition, HERA Property Registry, LLC will be responsible for the monitoring of mortgage defaults and collection of all registration fees. There is no upfront cost to the City to access the HERA Property Registry, LLC registration platform, however the company is entitled to One Hundred Dollars (\$100.00) of each gross registration fee and any expenses incurred during the process; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) provides that the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City of Jacksonville previously awarded a contract to Hera Property Registry, LLC for Web-Based System to Register Foreclosed Properties, Collect Property Registration Fees, and Track Enforcement Services (attached as Exhibit "A"), pursuant to its Request for Proposals (RFP) No. ESC-0258-24, for a two year period commencing November 11, 2023 through November 11, 2025, with the option for the City of Jacksonville to renew the agreement for up to three (3) additional one (1) year terms; and

WHEREAS, the City Commission finds that it is in the best interests of the City to piggyback the City of Jacksonville Request for Proposals #ESC-0258-24, utilizing Hera Property Registry, LLC Inc., for the provision of Registration of Foreclosed and Vacant Properties Services, in an amount not to exceed One Hundred Dollars (\$100.00) each time a property is registered or re-registered, in the form attached hereto as Exhibit "B."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback City of Jacksonville Request for Proposals #ESC-0258-24, utilizing Hera Property Registry, LLC Inc., in the form attached hereto as Exhibit "B", for Registration of Foreclosed and Vacant Properties Services, in an amount not to exceed One Hundred Dollars (\$100.00) each time a property is registered or re-registered. The City of Jacksonville's Request for Proposals #ESC-0258-24 is attached to this Resolution and incorporated as Exhibit "A."

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:				
Interim City Manager:	Shamecca Lawson		ICM Signature				
Commission Meeting Date:	June 25, 2025		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading X		2nd Reading X	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
ILA Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	City Manager		Department:	Planning & Community Development			

Short

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF JACKSONVILLE'S SERVICES CONTRACT WITH HERA PROPERTY REGISTRY,LLC FOR THE REGISTRATION SERVICES OF FORECLOSED AND VACANT PROPERTIES.

Staff Summary:

Ordinance 2025-09 amended Chapter 14 of the Code of Ordinances entitled "Nuisances" to include the "registration of abandoned, vacant, and foreclosure properties". The intent is to establish a process to address the deterioration and decline of land value in neighborhoods caused by vacant and abandoned properties that become havens for criminal activity. HERA Property Registry will aid the city in identifying these properties and initiate a registry of current abandoned, vacant and foreclosed properties through the company's platform. In addition, HERA will be responsible for the monitoring of mortgage defaults and collection of all registration fees. There is no upfront cost to the City to access the HERA registration platform, however the company is entitled to \$100.00 of each gross registration fee and any expenses incurred during the process.

The Interim City Manager shall be authorized to piggyback the City of Jacksonville's agreement with HERA Property Registry to represent the City's interest in providing foreclosure and vacant property registration services. The agreement shall be for a two-year term.

Financial Impact: The City Code of Ordinances requires a fee of \$300 each time a property is registered and then reregistered semi-annually. HERA Property Registry, LLC receives \$100 each time a property is registered or reregistered. The remaining funds are received by the City to be deposited in a special fund dedicated to the cost of implementation and enforcement of this ordinance.

Attachment:

Ordinance 2025-09

Services Contract- The City of Jacksonville and HERA Property Registry, LLC.

Draft Service Contract

**SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
HERA PROPERTY REGISTRY, LLC
(Foreclosure Property Registration Database)**

THIS SERVICES CONTRACT is made and entered into on this 23 day of February, 2024, but shall be effective as of November 11, 2023 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "**City**"), and **HERA PROPERTY REGISTRY, LLC**, a Florida limited liability company ("**Contractor**").

RECITALS

WHEREAS, the City issued a Request for Proposal No. ESC-0258-24 (the "**RFP**") for certain services described in the RFP (the "**Services**"); and

WHEREAS, based on Contractor's response to the RFP (the "**Response**"), the City has negotiated and awarded this Contract to Contractor; and

WHEREAS, on December 23, 2023, the City's Competitive Sealed Proposal Evaluation Committee and Mayor approved an award to Contractor for the provision of Services as described in the Response and the scope of services attached hereto as **Attachment A** (the "**Scope of Services**").

NOW, THEREFORE, in consideration of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein. Any exhibit or attachment to this Contract that is referenced in this Contract is, by this reference, made a part of this contract and is incorporated herein.

2. Performance of Services. Contractor agrees to perform the Services as specified in the RFP, the Response, and the Scope of Services.

3. Compensation. The City will pay the Contractor for the Services in accordance with the RFP and the price sheet attached hereto as **Attachment B**.

4. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed Zero and 00/100 Dollars (\$0.00). All payments

to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds for the Contract.

5. Term. The term of this Contract shall commence on the Effective Date and shall continue for a two (2) year period, unless sooner terminated by either party in accordance with the terms of the RFP. The City may renew this Agreement for up to three (3) additional one (1) year terms in accordance with the RFP.

6. Contract Documents. This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This Contract, as modified by any subsequent signed amendments.
- Any amendments to the RFP.
- Specific Information regarding the RFP (Section 1 of the RFP).
- Description of Services and Deliverables (Section 4 of the RFP).
- General Instructions (Section 2 of the RFP).
- General Terms and Conditions of Agreement (Section 3 of the RFP).
- Any Purchase Order under the Contract.
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

7. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

As to Contractor:

Hera Property Registry, LLC
1900 South Harbor City Boulevard, Suite 211
Melbourne, Florida 32901
Attention: Manager

8. Contract Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the City's Contract Manager is Robert Ownby, Housing Property Administrator, 214

North Hogan Street, 7TH Floor, Jacksonville, Florida 32202 (ROwnby@coj.net), and the Contractor's Contract Manager is Clifford Johnson, Manager, 1900 South Harbor City Boulevard, Suite 211, Melbourne, Florida 32901 (cjohnson@herearegistry.com). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

9. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein, shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

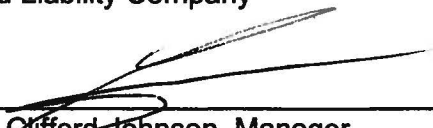
10. Amendments. All changes to, additions to, modifications of, or amendments to this Contract, or any of the terms, provisions, and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

11. Counterparts. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the day and year first written above.

HERA PROPERTY REGISTRY, LLC, a Florida
Limited Liability Company

By: 
Clifford Johnson, Manager

CONTRACTOR INFORMATION

Name: Hera Property Registry, LLC
Contact: Clifford Johnson, Manager
Address: 1917 South Harbor City Boulevard
Melbourne, Florida 32901
Telephone: (321) 234-5303
E-Mail: cjohnson@heraregistry.com
Federal Tax Identification Number: 93-1395066

[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST:

By: 
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE, a
consolidated political subdivision and
municipal corporation existing under the
laws of the State of Florida

By: 
Donna Deegan, Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Encumbrance and funding information for internal City use:

Amount **\$0.00**

This above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided, however, that this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s), as specified in said Contract.


As Director of Finance
City Contract # 70983-24
POA # 70983-24

FORM APPROVED:

By: 
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\OGC Final\2023-2024\ Services Contract (Foreclosure Property Registry) – Hera
Property Registry-FINAL.doc

GC-#1609778-v2-Hera_Property_Registry_LLC_ESC-0258-24_2023-2024_Foreclosure_Property_Registry_Services_Contract.docx

ATTACHMENT A

Scope of Services

Contractor shall provide qualified expertise and experience in developing, implementing, and maintaining a secure web-based system for the registration, collection of registration fees, and tracking of properties falling under the requirements for registration according to the provisions of the City of Jacksonville Code of Ordinances, Chapter 179 Mortgage Foreclosure Registration. Services shall include, but not be limited to the following:

- 1) Develop or acquire and maintain a web-based electronic database of searchable property records and provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go on-line and register fee collection requirements. Requirements of the web-based electronic database shall include:
 - a. Password protection.
 - b. Generate reports.
 - c. Supported by all web browsers.
 - d. Any other functionality to support their business.
- 2) Identify real properties within the City of Jacksonville (the "City"), as well as mortgagees that hold a mortgage on real property and has declared its mortgage to be in default. Additionally, provide tracking of occupancy status for properties required to register. Identify the kind of real property (e.g., mobile home, residential, commercial, investment, etc.) being registered.
- 3) Notify mortgage holder of its requirement to register properties, identify information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgage holder to complete the registry of the property.
- 4) Provide mortgage holder of its requirement to register properties, within ten (10) days of the date that the mortgagee declares its mortgage to be in default, pursuant to City Ordinance **2018-104-E**.
- 5) Train with and provide support to the responsible person for the mortgagee to electronically register the information.
- 6) Provide the City free access to, and training on, the web-based electronic registry system and reporting tools.
- 7) Provide any necessary reporting of registry data to the City as well as provide system access for the City to create and generate reports via the internet.
- 8) Provide the financial accounting of property registrations, identifying those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.
- 9) Provide the City annual audit financials and other requested materials upon request.
- 10) Track and report all changes of information in status, and update information on a monthly basis at a minimum. Maintain and ensure accurate, up-to-date data at all times.

- 11) Work with the City to include an enforcement module to the web-based database to track registrations enforced through a Special Magistrate process. The specifics of the kind of data that will be tracked will be provided by the City during the development of this module.
- 12) Provide a batch of registrations that meet the eligibility requirements for enforcement through the Special Magistrate process of the City when and as requested by the City. Ensure all data for such registrations are current and accurate.
- 13) Contractor shall maintain sufficient personnel and financial resources to handle the scope of services workload in a timely and cost-effective manner.

Form 1 – Price Sheet

NAME OF CONSULTANT - Hera Property Registry, LLC

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):
\$100 per registration fee collected.
2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>N/A</u> hr.
Project Manager (Responsible Professional):	\$ <u>N/A</u> hr.
3. Other Direct Project Costs per Unit (please specify)
N/A
4. Estimated percentage of total fee to be performed by subcontractors: 0 %
5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel:
N/A
6. Please provide a breakdown of any and all project fees or costs retained as a result of the collection of property registrations fees collected under the guidelines of City of Jacksonville Code of Ordinances, Chapter 179, Mortgage Foreclosure Registration:
Hera Property Registry, LLC retains \$100 per registration fee collected to cover its costs
associated with the program.

Competitive Sealed Proposal Evaluation Committee

PROCUREMENT DIVISION



A NEW DAY

RFP SPECIFICATIONS

FOR

**WEB-BASED SYSTEM TO REGISTER FORECLOSED PROPERTIES, COLLECT PROPERTY
REGISTRATION FEES, AND TRACK ENFORCEMENT**

NEIGHBORHOODS DEPARTMENT

BID NO: ESC-0258-24

OPEN DATE: NOVEMBER 29, 2023

TIME: 2:00 P.M.

PLACE: ED BALL BUILDING, 214 N. HOGAN STREET, SUITE #105, JACKSONVILLE,
FL 32202

MANDATORY PRE-BID CONFERENCE:

Wednesday, November 15, 2023 at 10:00 a.m.

Ed Ball Building, 214 N. Hogan Street, Room 825 (8th Floor), Jacksonville, FL 32202

CITY OF JACKSONVILLE

Procurement Division

Ed Ball Building

214 North Hogan Street, Suite 800 (8th Floor)

Jacksonville, Florida 32202

Phone: (904) 255-8800

Fax: (904) 255-8837

Donna Deegan
Mayor

Dustin Freeman, Chief
Procurement Division

REQUEST FOR PROPOSAL

ESC-0258--24

**WEB-BASED SYSTEM TO REGISTER FORECLOSED PROPERTIES,
COLLECT PROPERTY REGISTRATION FEES, AND TRACK ENFORCEMENT**

for

Neighborhoods Department

and

City of Jacksonville, Florida

SECTION 1**(Specific Information Regarding this RFP)****1.1 Introduction.**

The City of Jacksonville's Neighborhoods Department ("**Buyer**") intends to hire an individual or firm ("**Contractor**") to provide the services described in Section 1.2 of this Request for Proposal ("**RFP**"). Persons interested in submitting a response to this RFP (a "**Response**") should carefully review this RFP for instructions on how to respond and for the applicable contractual terms. This RFP is divided into the following sections:

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Description of Services (if referenced in Section 1.2 below)
Section 5	Exhibits, if applicable
Attachment A	Response Format
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements
Attachment D	Sample Contract
Attachment E	Disqualified/Probationary Suppliers List
Attachment F	Federal Funding Provisions (if applicable under Section 1.7 below)
Attachment G	Indemnification
Attachment H	Insurance Requirements
Attachment I	Protest Procedures
Form 1 -	Price Sheet
Form 2 -	Conflict of Interest Certificate
Form 3 -	Volume of Work
Form 4 -	No Bid Survey

In the event of conflicting provisions, the following sections of this RFP will have priority in the order listed: Section 1, Section 4, Section 2, Section 3, the Attachments, and the Forms.

1.2 Scope of Services.

The City of Jacksonville (Buyer) hereby invites qualified firms (Contractor) to submit written proposals to enter into a professional services contract to develop, implement and manage a secured web-based system to register foreclosed properties, collect property registration fees and track enforcement. All services shall conform to the requirements established under the City of Jacksonville Code of Ordinances, Chapter 179 – Mortgage Foreclosure Registration as revised by Ordinance 2018-104. Please see Section 4 for a full description of the services and deliverables required under this RFP.

1.3 Term of Agreement.

The initial term of agreement will commence upon execution of the Contract and will continue for a two (2) year period. Buyer will have the option to renew such agreement for up to three (3) additional one-year renewal options upon satisfactory performance by Contractor. The Contract is subject to early termination as set forth elsewhere in this RFP.

1.4 Minimum Requirements for Contractors.

Contractors must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Response, Contractor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive:

1. Contractor shall provide current proof of all business licenses required by local, state, and federal law as applicable.
2. Contractor must have completed similar services for a local municipality or regional government entity.
3. Contractor can demonstrate that it has sufficient personnel and financial resources to handle the proposed project workload in a timely and cost-effective manner.

1.5 Equal Business Opportunity Program.

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. To participate as a JSEB on Buyer projects, a company must be certified as a JSEB with the City's Equal Business Opportunity Office.

This RFP and the resulting Contract are subject to requirements of the "Encouragement Plan," which is fully described on Attachment C to this RFP.

Contractors may contact Buyer's Equal Business Opportunity Office at (904) 255-8840 or find the JSEB directory on Buyer's website. Please contact the Contact Person identified in Section 1.12 if you are uncertain of Buyer's website address or if you experience problems accessing it.

1.6 Documents Available for Inspection.

N/A.

1.7 Federal Funds.

N/A.

1.8 Mandatory Pre-Bid Meeting.

Wednesday, November 15, 2023 at 10:00 a.m. in the Ed Ball Building, 214 N. Hogan Street, Room 825 (8th Floor), Jacksonville, FL 32202. Only attendees of this meeting will be permitted to submit a proposal.

1.9 Response Due Date.

The deadline for submitting responses to this RFP is **Wednesday, November 29, 2023 at 2:00 p.m. EST**. Please see Sections 2.3 and 2.4 for more details.

1.10 Response Delivery Location.

Responses must be delivered to the following location:

City of Jacksonville
Procurement Division
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

1.11 Response Opening.

Responses received shall be publicly announced and recorded at 2:00 PM on the Response Due Date in Room #825, 8th Floor, Ed Ball Building, 214 N. Hogan Street, Jacksonville, FL 32202.

1.12 Contact Person.

If any questions arise during the bidding period of this RFP, contact David Klages, Purchasing Analyst, at phone number (904) 255-8813 or by email at dklages@coj.net.

The deadline for questions is **Monday, November 20, 2023** at 4:00 p.m. Please submit questions as early as possible.

Please refer to Section 2.9 for further information on who may and may not be contacted regarding this RFP.

1.13 Questions and Requests for Amendments.

Any questions, requests for information or requests for amendments to this RFP must be submitted in accordance with Section 2.2 of this RFP.

1.14 Special Instructions:

N/A.

1.15 Special Contract Terms.

N/A.

1.16 Formal Demonstrations

N/A.

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Section 2
General Instructions
(RFP for CSPEC Services)

Contents

- 2.1 Application of Chapter 126 and Other Laws**
- 2.2 Questions and Requests for Amendment to RFP**
- 2.3 Format/Content of Responses**
- 2.4. Submission of Responses**
- 2.5 Evaluation of Responses**
- 2.6 Award of Contract**
- 2.7 Terms of Agreement**
- 2.8 Public Meetings and Special Accommodations**
- 2.9 Ex-Parte Communication.**
- 2.10 Cost of Developing RFP Response**
- 2.11 Response Ownership.**
- 2.12 Public Records Law; Process for Protecting Trade Secrets and Other Information**
- 2.13 Multiple Responses from Same Contractor; No Collusion.**
- 2.14 Conflict of Interest.**
- 2.15 Convicted Vendor List**
- 2.16 Discriminatory Vendor List**
- 2.17 Contractor Representations**
- 2.18 Protests**
- 2.19 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting**

2.1 Application of Chapter 126 and Other Laws. The selection of and contracting with a Contractor under the RFP will be in accordance with Part 2 of Chapter 126, of the Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to the RFP and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Contractor shall not constitute a cognizable defense against their effect.

2.2 Questions and Requests for Amendment to RFP. If a Contractor (i) has questions about the RFP, (ii) finds discrepancies, omissions or ambiguities in the RFP, or (iii) believes any term or condition of the RFP is unreasonable, Contractor should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that Contractor recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via US mail, courier, e-mail, or hand delivery) and, unless otherwise specified in the RFP, be received by the Contact Person at least **ten (10) calendar days** before the Response Due Date. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFP.

The posting of a written amendment is the only official method by which interpretations, clarifications, changes or additional information will be given by Buyer prior to the opening of Responses. Any other interpretation, clarification, change or information will have no legal effect.

Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Response Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on Buyer's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Contractor is responsible for monitoring this website for new or changing information.

2.3 Format/Content of Responses.

A. If a Response Format is specified in the RFP, Contractors should follow that format.

- B. Responses should be prepared simply and economically, providing a straightforward, concise description of Contractor's ability to provide services sought by the RFP. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Contractor's discretion.
- C. When responding to specific questions, please reprint each question in its entirety before the response.
- D. Responses shall be in ink or typewritten. All corrections must be initialed.
- E. Response shall be limited to a page size of 8½" x 11". Font size less than 11-point is discouraged. The Response shall be indexed and all pages sequentially numbered.
- F. **Except as may be specifically requested in the Response Format, Contractor may not impose any additional terms or conditions to any aspect of the RFP.** Buyer objects to and shall not be required to consider any additional terms or conditions submitted by Contractor, including any appearing in the Response. In submitting a Response, Contractor agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFP, including those specifying information that must be submitted with a Response, may result in rejection of the Response. **If Contractor desires a change or clarification to the terms or conditions of the RFP, Contractor must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").**
- G. Unless otherwise requested by Buyer, Contractors should make only one proposal for each RFP item. Multiple offerings, alternates (unless any are specifically requested by Buyer) and/or stipulations may be cause for rejection of a Response.
- H. Price offerings shall be **inclusive of ALL costs** (including but not limited to administrative cost for submission of all required paperwork on Buyer's behalf and any other costs) and will be the only compensation given to Contractor for the required services herein.
- I. All prices submitted under the RFP shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only, and may render the entire Response as nonresponsive.
- J. Failure to sign any form requiring a signature may be grounds for rejecting a Response.

2.4 Submission of Responses.

- A. The location and deadline for submitting Responses are set forth in Section 1 of the RFP. Contractors are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Contractor's risk. **Late responses will not be considered.**
- B. Contractor shall submit:
- 1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.
 - 2) Three (3) paper ("hard") copies of the entire Response. Copies must be exact duplicates of the original.
 - 3) One (1) digital scanned copy (in .PDF format) of the entire Response on a flash drive. The scanned copy must be **one complete file**, not a series of files, and be an exact duplicate of the original.
 - 4) One (1) REDACTED scanned copy of the Response (**if necessary**, pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 Evaluation of Responses.

- A. Buyer will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors.
- B. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.
- C. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Contract.

- A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126.204. Generally, Buyer will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville. If an agreement cannot be reached with the highest ranked Contractor, Buyer reserves the right to make an award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.
- B. Buyer may make an award within sixty (60) days after the date the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or Buyer receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. Buyer will not accept an amended Response after the date and time Responses are due.]
- C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Contractors or to reject all Responses.
- D. Based on the evaluation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

- 2.7 Terms of Agreement.** After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, Buyer reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.

2.8 Public Meetings and Special Accommodations. Any meetings of the RFP evaluation committee (i.e., the Competitive Sealed Proposal Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.

2.9 Ex-Parte Communications. Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or consultant to City employees, staff, or hired consultants are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- communications regarding the RFP to the Chief of the Procurement Division or the Contact Person, provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- communications with the City employee responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures.
- communications at any pre-bid conferences.
- communications with the Office of Inspector General and his/her staff regarding any perceived inefficiency, misconduct or abuse by City employees.
- presentations before publicly noticed committee meetings.
- contract negotiations during any duly noticed public meeting.
- any duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation.
- communications that are necessary for, and solely related to, the ordinary course of business concerning Buyer's existing contract(s) for the materials or services addressed in the RFP.

The period for these prohibitions commences upon the advertisement of the RFP and terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the prohibitions shall be reinstated until such time as the Chief issues a subsequent recommendation.

2.10 Cost of Developing RFP Response. All costs related to the preparation of Responses and any related activities are the sole responsibility of Contractor. Buyer assumes no liability for any costs incurred by Contractors throughout the entire selection process.

2.11 Response Ownership. All Responses, including attachments, supplementary materials, addenda, etc., shall become property of Buyer and shall not be returned to Contractor. Buyer will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

2.12 Public Records Law; Process For Protecting Trade Secrets and Other Information. Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. As such, all responses to the RFP are public records unless exempt by law. If Contractor considers any portion of its Response to be exempt from disclosure under Florida law, Contractor must provide Buyer with a separate redacted copy of the Response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. Contractor shall be responsible for defending its determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. Further, Contractor shall protect, defend, and indemnify Buyer for any and all claims arising from or relating to Contractor's determination that the redacted portions of its Response are confidential, trade secret or otherwise not subject to disclosure. If Contractor fails to submit a Redacted Copy with its Response in accordance with Section 2.4 above, Buyer is authorized to produce the entire Response in answer to a public records request.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

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

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

2.13 Multiple Responses from Same Contractor; No Collusion. More than one Response from an individual, firm, partnership, corporation or association under the same or different names is not permitted. Reasonable grounds for believing that a Contractor is involved in more than one Response for the same work will be cause for rejection of all Responses in which such Contractor is believed to be involved. Any or all Responses will be rejected if there is reason to believe that collusion exists between Contractors. Responses in which the prices obviously are unbalanced will be grounds for rejection.

- 2.14 Conflict of Interest.** Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Contractor. The parties will follow the provisions of Section 126.110, *Jacksonville Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with Buyer, to the extent the parties are aware of the same. All Contractors must submit the Conflict of Interest Certificate attached to the RFP.
- 2.15 Convicted Vendor List.** A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
- submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.
- 2.16 Discriminatory Vendor List.** An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:
- submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 2.17 Contractor Representations.** In submitting a Response, Contractor understands, represents, and acknowledges the following (if Contractor cannot so certify to any of following, Contractor shall submit with its Response a written explanation of why it cannot do so).
- Contractor currently has no delinquent obligations to the City of Jacksonville or any of its independent agencies.
 - The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
 - To the best of the knowledge of the person signing the Response, neither the Contractor, its affiliates, subsidiaries, owners, partners, principals or officers:
 - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
 - is currently under suspension or debarment by any governmental authority in the United States;
 - has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- If this Agreement is for goods or services of \$1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:
 - (a). Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
 - (b). Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
 - (c). 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 created pursuant to Section 215.473, Florida Statutes; or
 - (d). Has been engaged in business operations in Cuba or Syria.
- Contractor has read and understands the RFP terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Contractor to Buyer in connection with the RFP have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
- Contractor shall indemnify, defend, and hold harmless Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.
- All information provided by, and representations made by, Contractor are material and important and may be relied upon by Buyer in awarding the Contract.

2.18 Protests. Any protest concerning the RFP shall be made in accordance with the Procurement Protest Procedures established pursuant to Section 126.106(e) of the Jacksonville Ordinance Code. A full copy of the procedures is available on Buyer's website and can also be obtained by contacting Buyer's Contact Person. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Questions and requests made to the Contact Person shall not constitute formal Notice of Protest.

The Procurement Protest Procedures include the following provisions:

- a Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an amendment, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.
- a Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a . . . recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.
- A written Notice of Protest shall: (i) be addressed to the Chief [of Jacksonville's Procurement Division]; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.
- At the time of filing a timely Notice of Protest, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to same.

- The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement Division at 214 North Hogan Street, Suite 899, Jacksonville, Florida 32202, or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

2.19 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting. Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

- (a) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and
- (b) Give preference to a vendor based on the vendor's social, political, or ideological interests.

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Section 3

General Terms and Conditions of Agreement

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3.1. Provision of Services. Contractor shall provide Buyer with all of the services and deliverables described in the RFP, the Response and the resulting Contract (collectively, the "Services"). If any services, functions or responsibilities are not specifically described in the RFP, the Response or the resulting Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

3.2. Relationship of the Parties. In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.3. Buyer's Right to Make Changes. Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

3.4. Service Warranties. Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO BUYER.**

3.5. Buyer Will Assist Contractor. At Contractor's request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

3.6. Location Requirements for Services. Unless otherwise stated in the RFP or the Response, the majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

3.7. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is disclosed in the Response or consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

3.8. Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

3.9. Ownership of Works.

(a) As used in Sections 3.9 and 3.10, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract.

(b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in Section 3.10 below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

3.10. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

3.11. Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

3.12. Limitation of Warranty for Buyer-Furnished Software. In lieu of any other warranty expressed or implied herein, Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed,

Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section 3.3 above ("Buyer's Right to Make Changes").

3.13. Loss of Data. If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

3.14. Purchase Orders. If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

3.15. Best Pricing for Comparable Services to Other Government Entities. Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

3.16. Invoicing and Payment. The Contractor shall be responsible for the collection of each eligible registration, renewal and late fees from which the Contractor fee shall be retained. The difference between the total fees captured and the Contractor's fee shall be remitted to the City of Jacksonville as a lump sum on a monthly basis. Contractor will not be compensated for any registered properties whose fee(s) have not been collected. This includes but not limited to settlements through legal action.

(a) Unless otherwise specified in the RFP, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

3.17. Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

3.18. Right of Setoff. Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Duval County, Florida) against Contractor.

3.19. Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring its photocopying equipment if Buyer so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by Buyer, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit Buyer to interview any of Contractor's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

3.20. Indemnification. See Attachment G attached hereto.

3.21 Insurance. See Attachment H attached hereto.

3.22. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

3.23. Buyer's Right to Terminate for Convenience. Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience;

it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

3.24. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector.

Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

3.25. Contractor Remedies Upon Buyer Default. Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages.** The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

3.26. Transition Services. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may direct Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

3.27. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably

foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

3.28. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

3.29. Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer.

As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

3.30. Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

3.31. Restrictions on the Use or Disclosure of Buyer's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

3.32. Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the

Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

3.33. Assignment. Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of Buyer. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

3.34. Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

3.35. Assignment of Antitrust Claims. Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

3.36. Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

3.37. Other Non-Discrimination Provisions. As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

3.38. Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, Jacksonville Ordinance Code; *provided however*, if Contractor does not use JSEB subcontractors, as identified below, this Section 3.38 shall not apply:

(a) *Generally.* When Contractor receives payment from Buyer for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from Buyer. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the Buyer and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the

actions required to cure the dispute; and (iv) be delivered to Buyer and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB"), as defined therein, their pro rata share of their earned portion of the progress payments made by Buyer under the Contract within seven (7) business days after Contractor's receipt of payment from Buyer (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to Buyer, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's from all prior payments Contractor has received from Buyer. Contractor shall not unreasonably withhold payments to certified JSEB's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's, which payment has been made by Buyer to Contractor, Contractor shall return said payment to Buyer. Contractor shall provide notice to Buyer and to the certified JSEB's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Buyer and said JSEB's within five (5) calendar days after Contractor's receipt of payment from Buyer. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section. The failure to pay undisputed amounts to the JSEB's within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by Buyer, not as a penalty, but as liquidated damages to compensate for the additional contract administration by Buyer.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between Buyer and any subcontractor, supplier, JSEB or any third party or create any Buyer liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to Buyer. As a result of said breach, Buyer, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126 of the Jacksonville Ordinance Code for JSEB's and in Chapter 218, Florida Statutes, for non-JSEB's, whichever is greater.

3.39. Conflicts of Interest. Contractor acknowledges that Section 126.112 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

3.40. Contingent Fees Prohibited. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract 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 Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

3.41. Truth in Negotiation Certificate. The execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where Buyer determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

3.42. Compliance with Applicable Laws. Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);

- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

3.43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.

3.44. Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.45. Warranty of Authority to Sign Contract. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.46. Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

3.47. Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

3.48 Office of Inspector General. The City of Jacksonville has established an Office of Inspector General, Section 602.301, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

3.49 Ethics Provisions for Vendors/Suppliers. The Bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code and has read and will comply with the Mandatory Ethics Training for Suppliers located on the [Procurement Website](#).

3.50 Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of its subcontractors:

- (a) The Contractor and any of its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Contractor and any of its subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

1. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, then the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 2. A contract terminated under subparagraph 1. or subparagraph 2. shall not a breach of contract and may not be considered as such.
- (c) 1. The City, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s.448.09 (1), Florida Statutes, shall terminate the contract with the person or entity.
2. If the City has a good faith belief that as subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the sub-contractor.
 3. A contract terminated under subparagraph 1. or subparagraph 2. shall not be a breach of Contract and may not be considered as such.
- (c) The City, Contractor, or any of Contractor's subcontractors may file an action with a circuit county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.
- (e) If the City terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.
- (f) The Contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

Shorter version:

E-Verify. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to this Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

.....
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Section 4

Description of Services and Deliverables

Scope of Work

This is a Request for Proposals (RFP) for a consultant/firm to provide qualified expertise and experience in developing, implementing, and maintaining a secure web-based system for the registration, collection of registration fees, and tracking of properties falling under the requirements for registration according to the provisions of the City of Jacksonville Code of Ordinances, Chapter 179 Mortgage Foreclosure Registration. Services shall include, but not be limited to:

- 1) The Consultant will develop or acquire and maintain a web-based electronic database of searchable property records. Provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go on-line and register fee collection requirements. Requirements of the web-based electronic database include:
 - a. Password and data protection
 - b. Generate reports
 - c. Supported by all web browsers
 - d. Any other functionality to support their business.
- 2) Identify real properties within the city of Jacksonville, as well as mortgagees that hold a mortgage on real property and has declared its mortgage to be in default. Additionally, provide tracking of occupancy status for properties required to register. Identify the kind of real property (e.g., mobile home, residential, commercial, investment, etc.) being registered.
- 3) Notify mortgage holder of its requirement to register properties, identify information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgage holder to complete the registry of the property.
- 4) Provide mortgage holder of its requirement to register properties, within ten (10) days of the date that the mortgagee declares its mortgage to be in default, pursuant to City Ordinance 2018-104-E.
- 5) Train with and provide support to the responsible person for the mortgagee to electronically register the information.
- 6) Provide Buyer free access to, and training on, the web-based electronic registry system and reporting tools.
- 7) Provide any necessary reporting of registry data to the Buyer as well as provide system access for the Buyer to create and generate reports via the internet.
- 8) Provide the financial accounting of property registrations, identifying those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.
- 9) Provide Buyer annual audit financials and other requested materials upon request.
- 10) Track and report all changes of information in status, and update information on a monthly basis at a minimum. Maintain and ensure accurate, up-to-date data at all times.
- 11) Work with Buyer to include an enforcement module to the web-based database to track registrations enforced through a Special Magistrate process. The specifics of the kind of data that will be tracked will be provided by the Buyer during the development of this module.
- 12) Provide a batch of registrations that meet the eligibility requirements for enforcement through the Special Magistrate process of the Buyer when and as requested by the Buyer. Ensure all data for such registrations are current and accurate.
- 13) Contractor can demonstrate that it has sufficient personnel and financial resources to handle the proposed project workload in a timely and cost-effective manner.

Attachment A Response Format

To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. **Tab delineations for each of the five sections are required.**

- 1) **Title Page:** Include RFP Title, RFP Number, Contractor's full name, address, phone number.
- 2) **Cover Letter:** Include the following:
 - Date of Letter.
 - RFP Title and Number.
 - Contractor's full name, address and phone number.
 - Names of the persons who will be authorized to make representations for the Contractor, their titles, addresses **(including email address)** and telephone numbers.
 - Contractor's Federal Employer ID Number.
 - Acknowledgement that (i) the Response is based on the terms set forth in the RFP and all amendments thereto posted on Buyer's website as of the date of the Response, and (ii) the Contractor will be responsible for monitoring Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.
 - Signature of Authorized Representative.
- 3) **Required Forms.** Attach all forms identified in Section 1 or in Attachments C or F, each signed by an authorized representative. The forms that are required include:
 - All issued addenda (if applicable). Addenda must be signed and dated.
 - Form 1 – Price Sheet
 - Form 2 – Conflict of Interest Certificate
 - Form 3 – Volume of Work
 - Attachment C – Equal Business Opportunity Program Forms if you are, or will utilize, a certified Jacksonville Small Emerging Business (JSEB).
- 4) **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1.4 of the RFP. Contractor must provide clear documentation that they meet the minimum requirements.
- 5) **Statement of Qualifications.** This portion of the Response will be used to provide the information Buyer needs to evaluate how well the Contractor meets the criteria listed in Attachment B – Evaluation Criteria.

Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive.

Please divide this portion of the Response into subsections that correspond to each of the criteria listed in Attachment B – Evaluation Criteria.

Attachment B Evaluation Matrix

The evaluations will be based upon the following criteria, and Proposers are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the contract will be awarded to the highest scoring, responsive, responsible bidder for the Evaluation Criteria.

Proposers shall arrange their responses in a format that will offer ready review and evaluation of each criterion. Please note that 100 points is the maximum total of the criteria.

EVALUATION CRITERIA:

1. COMPETENCE:

15 Points Maximum Score

Including professional and/or technical education and training; experience in the kind of projects to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide names and resumes of all individuals to be assigned to this project. List previous projects similar to the one in the RFP, which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field to which they are assigned for this project.

2. CURRENT WORKLOAD:

5 Points Maximum Score

Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.

3. FINANCIAL RESPONSIBILITY:

15 Points Maximum Score

Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Consultant may wish to supply to demonstrate financial responsibility. Failure to provide all listed information and documentation will result in score less than maximum for this criterion.

4. ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE:

5 Points Maximum Score

Describe experience, ability, and understanding of Consultant and assigned personnel in observing and monitoring instruction or direction to similarly related tasks.

5. PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS:

10 Points Maximum Score

Provide a list of completed projects that are similar in nature and scope to the project under consideration with references to include owner's contact person and telephone number. Describe any outstanding accomplishments that relate to specific services being sought. Responding to this evaluation criterion necessitates that Consultants include statements of their past and present record of professional accomplishments or performance with the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and an independent agency required by law or voluntarily requesting to utilize for services of the (Procurement) Department"; and with any of Buyer's "Independent Authorities"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein.

6. PROXIMITY TO THE PROJECT:**5 Points Maximum Score**

Document the location of Consultant's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If Consultant's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of Consultant's branch office(s), if any, that are located in and/or that are closest to Jacksonville, Florida, the number of employee assigned thereto and the period of continuous existence thereof. Additionally, Consultants are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded.

7. PAST AND PRESENT DEMONSTRATED COMMITMENT TO SMALL AND MINORITY BUSINESSES AND CONTRIBUTIONS TOWARD A DIVERSE MARKET PLACE:**10 Points Maximum Score**

Responding to this evaluation criterion necessitates that Contractors indicate their past and present commitment to minority, women-owned, small and emerging businesses. More specifically, responses to this evaluation criterion should include, without limitation, statements that document the Contractor's: (i) commitment to diversity among the directors, officers, members and/or employees that make up its firm; (ii) commitment to diversity within its community and beyond; (iii) commitment to and/or utilization of minority, women-owned, small and emerging businesses on past projects; and (iv) commitment to and/or utilization of minority, women-owned, small and emerging businesses, certified JSEBs in particular, for the project solicitation in question.

8. ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS:**15 Points Maximum Score**

Describe the Contractor's understanding of the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations.

9. QUOTATION OF RATES, FEES OR CHARGES AND OTHER DETAILED COST PROPOSAL OR COST BREAKDOWN INFORMATION:**15 Points Maximum Score**

Describe the Contractor's overall willingness to meet both time and budget requirements for the project, and subject to Chapter 126, Part 3 of Jacksonville Ordinance Code, Section 126.302(e) in particular, proposed total compensation or unit price quotations, including, without limitation, hourly rates, fees, or other charges that will ultimately be used during, contract negotiations to calculate or determine total compensation.

The proposal with the lowest flat fee (Form 1 - Price Sheet, Item 1) will receive the maximum number of points allotted. The number of points awarded for the remainder of the proposals will be determined by a mathematical formula in which the lowest cost is divided by the proposer's cost. That number will then be multiplied by the maximum number of points for the Cost criterion (15). The proposer will receive the number of points as determined by the formula.

Example: The City receives three proposals: Firm #1 with a price of \$100,000.00; Firm #2 with a price of \$150,000.00; and Firm #3 with a price of \$200,000.00.

- Firm #1 would receive the maximum number of points (**15 points**).
- Firm #2 would receive **10 points** (\$100,000.00 divided by \$150,000.00 multiplied by the maximum number of points (15)).
- Firm #3 would receive **7.5 points** (\$100,000.00 divided by \$200,000.00 multiplied by the maximum number of points (15)).

10. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR:

5 Points Maximum Score

Provide a list of all local government projects including the fees awarded for each on which Contractor has been awarded during the past five (5) years. Include only those projects on which Contractor was the Prime Contractor (do not delete fees paid to subcontractors or others). Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Division"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state. **Former JSEBs should not include work awarded while in the JSEB Program.** The minus factor methodology for this criterion will be based on the fees awarded. The higher the volume of fees the lower the score, less volume of fees the higher the score.

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**EQUAL BUSINESS OPPORTUNITY PROGRAM
PROJECT GOALS PLANS
ENCOURAGEMENT/PARTICIPATION/SET-ASIDE**

A. POLICY

Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.

Please be advised that, to be counted toward meeting the participation percentage goal defined herein, all JSEBs shall be certified by the City in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code.

In-addition the JSEB must have the following Commodity Codes AT THE TIME OF BID OPENING to qualify for Participation, Set-Aside, and Encouragement Projects.

QUALIFYING COMMODITY CODES: N/A

All designations (to include Encouragement) the bidder/proposer must adhere to the following process:

- **The bidder/proposer shall provide interested JSEB's with timely (at a minimum 1 week notice prior to bid submission) adequate information about the plans, specifications, and other such requirements of the bid documents to facilitate a prepared and adequate response/quote.**
- **The bidder/proposer must follow up the initial solicitation with the EBO office. Note: JSEB vendor must provide pricing (based on scope of work provided by bidder/proposer) and not a price or percentage "given" by the bidder/proposer.**
- **Identify a portion of work available to JSEB's using the Letter of Intent and attach the Scope of work to be provided for each vendor.**
- **Bidder proposer can call the EBO office to obtain the list of JSEB'S that are ready, willing, and able. The JSEB office has 48 hours to provide the requested list. Prime contractors can also access the list of JSEB through 1Cloud and the JSEB webpage under the JSEB directory. If you have difficulty securing JSEBs to meet the requirements you should contact the EBO/JSEB Program.**
- **In the event that a bidder/proposer must submit alternate pricing and if affects the JSEB goal there must be a scope of work provided to the JSEB and the scope as well as the alternate pricing must be submitted with the bid documentation.**

In the event bidders/proposers are unable to obtain bids from JSEB subcontractors that equal or exceed the percentage established in the participation goals, shall at minimum, submit, at the time of bid opening a Notice of Intent to Submit the Good Faith Effort Form (Form 4). This is outlined in the Good Faith Effort category in Section I.

B. JSEB OBLIGATION

Bidders/proposers are required to make all efforts reasonably possible to ensure that JSEBs have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

C. ELIGIBILITY

1. To be considered eligible for contract award, the Contractor shall include with the bid/proposal an original Form 1 (Schedule of Subcontractor/Subconsultant Participation).
 - a. For solicitations that are not project specific, such as: misc. services, design build, etc.; a percentage will initially be accepted with the bid submittal on Form 1 and the Letters of Intent.
 - b. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.
2. The prime contractor must submit a Letter of Intent and scope of work needed to perform work related to the project. The Letter of Intent must include the JSEB subcontractor's name, the scope of work to be performed, and the dollar value of the work to be performed by the JSEB (the information contained in the Letters of Intent must reflect the information contained in the bidder's Schedule of Subcontractor/Subconsultant Participation). **Copies of the Form 1 and the Letters of Intent signed by the JSEB subcontractors or suppliers must be submitted at the time of the scheduled bid opening.** Failure to submit the Letter(s) of Intent at the scheduled bid opening may result in the bid in question being rejected as non-responsive.
3. In addition, all JSEBs must be subcontracted in the area that they are licensed and certified, in accordance with the requirements of Part 6, Chapter 126, Jacksonville Ordinance Code.
 - a. All businesses must be certified under the provisions set forth below. Certifications will be granted only in those areas for which the business owner(s) has the ability and expertise to manage and control the firm's operations and work.
 - b. An owner shall be certified only for specific types of work for which the owner(s) has the ability and expertise to manage and control the firm's operations and work.
 - c. Have expertise normally required by the industry for the field for which certification is sought.
 - d. Not be a front, broker, or pass-through as defined in Subpart A of this Chapter.
 - i. *Front, broker, or pass-through* shall mean a JSEB that is not registered as a supplier or distributor through the Florida Department of Revenue, or a JSEB subcontractor who does not self-perform 100 percent of the subcontractor work pursuant to the Schedule of Participation, or a JSEB prime contractor who does not self-perform at least 40 percent of the work for the project.
4. All commodity codes must be acquired prior to the submission of bids through the EBO Compliance officer.

D. COMPLIANCE

All bidders, proposers or subcontractors participating in this project are hereby notified that failure to fully comply with the City's JSEB policy as set forth herein shall constitute a breach of contract which may result in termination of the contract, or such other remedy as deemed appropriate by the Owner. Such penalties as outlined in Section 126.201, Jacksonville Ordinance Code, will apply.

E. CONTRACT AWARD

The City proposes to award the contract to the responsive, responsible bidder submitting a reasonable bid, provided: (i) the bidder has met the goals for JSEB participation; or (ii) if unable to meet the goals, the bidder has timely submitted an acceptable Good Faith Effort Statement and supporting documentation that demonstrates, pursuant to Part 6 of Chapter 126, Jacksonville, Ordinance Code, a sufficient attempt to meet the JSEB participation goals as established herein. Bidders are advised that the City has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." The City reserves the right to reject any or all bids submitted. The City will have discretion to reject any bid or exclude a prospective bidder from

submitting a bid who has been non-responsive to JSEB program requirements without satisfactory justification accepted by the Chief of Procurement. Rejections hereunder may be timely protested pursuant to the city's Procurement Protest Procedures, a copy of which is included as part of these bid documents.

F. SUBCONTRACT CLAUSE

1. All bidders hereby agree to incorporate the JSEB participation, policy, goals, conditions, and instructions in all agreements that offer JSEB participation subcontracting opportunities.
2. If a change order presents further subcontracting opportunity beyond current subcontracting, the prime contractor shall make positive efforts to further include JSEB participation.
3. The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any Work under this Contract shall not relieve the JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor (s).

G. POST AWARD REQUIREMENTS

After the award of the contract, failure on the part of the successful contractor to subcontract with JSEBs at a percentage level equal to or higher than stated on Form 1, may put the contractor in violation and is subject to penalties outlined in Chapter 126, Jacksonville Ordinance Code.

H. PAYMENT OF SUBCONTRACTORS

Prime contractors shall certify in writing that ALL subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) as a condition precedent to prior to receipt of any further progress payments. Prime contractors shall be obligated to pay subcontractors within 3 days of receipt from the City of funds and must confirm payment to the City. Prime contractor shall have a continuing obligation to pay all subcontractors and suppliers equal to the amount of work and materials furnished on this project at the direction of the prime contractor and for which amount prime contractor includes in its request or application for payment that it submits to the city in order to induce payment for the same; otherwise, within 10 business days after receiving written notice from the city, prime contractor shall return to the city any and all amounts it has been paid by the city that prime contractor failed to pay its subcontractors or suppliers in contradiction to information contained in a corresponding request or application for payment submitted by prime contractor. Additionally, failure to comply with the requirements of this section may result in penalties imposed upon prime contractor, including without limitation those outlined in Chapter 126, Jacksonville Ordinance Code.

I. GOOD FAITH EFFORTS

Bidders who are unable to meet the stated JSEB participation goals set forth herein are required to submit to the Chief of Procurement Division: (i) a Notice of Intent to Submit a Good Faith Effort Statement **at the time of bid opening**; and (ii) a completed Good Faith Effort Form (Form 4) and all supporting documentation, that demonstrates all of the bidder's efforts in the solicitation of subcontractors to meet the JSEB participation goals on this project, which will be evaluated in accordance with the factors outlined in Part 6 Subpart D of Chapter 126, Jacksonville Ordinance Code, including without limitation §§ 126.618.

Failure to submit the Good Faith Effort Statement and supporting documentation at the scheduled bid opening: (i) shall constitute a waiver of any right to have the same considered; and (ii) may result in the bid in question being rejected as non-responsive.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort, and, among other factors, will compare the same with the performance of other bidders in their attempt to meet the participation goals defined herein.

J. EXCLUSIONARY AGREEMENTS

Agreements between any bidder/proposer and a JSEB in which the JSEB promises not to provide subcontracting quotations to other bidders are prohibited and may result in both the bidder/proposer and the JSEB being subject to the penalties outlined in Chapter 126, Jacksonville Ordinance Code.

K. JOINT VENTURE SUBMITTAL

For Capital Improvement, contractors submitting as Joint Venture must be certified as a joint venture at the time of bid opening. Information concerning submitting a bid as a Joint Venture may be obtained from the Procurement Division, 214 N. Hogan Street, Suite 800, Jacksonville, FL 32202, (904) 255-8800. Failure to meet the deadline for certification as a Joint Venture may deem a proposal non-responsive.

L. SUBSTITUTIONS

1. The contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the Chief's prior written approval based on the Ombudsman's recommendation and JSEB Administrator's compliance review. Unauthorized changes or substitutions shall be a violation of this Chapter and may constitute grounds for rejection of the bid or proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions. *Sec 126.619 (c)*
2. All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Ombudsman with a copy to the JSEB Administrator in writing, and shall clearly and fully set forth the basis for the request. A contractor shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Chief approves such substitution in writing. A contractor shall not allow a substituted subcontractor to begin work until the Chief has approved the substitution based on the recommendation of the JSEB Administrator. *Sec 126.619 (c) 1*
3. The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited. The contractor must bring this dispute to the Ombudsman for resolution. *Sec 126.619 (c) 2*
4. The Chief's final decision whether to permit or deny the proposed substitution, and the basis, therefore, will be communicated to the parties in writing by the Chief, with a copy to the CAO. *Sec 126.619 (c) 3*
5. If the City requires the substitution of a subcontractor listed in the Schedule of Participation, the contractor shall undertake Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals would not otherwise be met. If the Goal(s) cannot be reached and Good Faith Efforts have been made, the contractor may substitute with a non-JSEB. *Sec 126.619 (c) 4*
6. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the contractor shall obtain the approval of the JSEB Administrator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that JSEBs have a fair opportunity to bid on the new scope of work.
7. Changes to the scopes of work shall be documented by the User Department at the time they arise, to establish the reasons for the change and the effect on achievement of the Project Specific Goal(s).

M. JSEB MONTHLY REPORT

A completed JSEB Monthly Report (See Form 3) will be included with each pay request. Prime Contractor is required to maintain records of the JSEB Monthly Reports for three (3) years.

N. CALCULATION OF JSEB PARTICIPATION

1. Credits toward the JSEB goal will be based on the percentage of work actually performed by JSEBs.
2. If a certified JSEB bidder bids as a prime contractor, it will meet the established goal by virtue of being a certified JSEB; nevertheless, JSEBs who bid as prime contractors are encouraged to make every attempt to subcontract with other JSEBs.
3. Subject to the requirements of Part 6 of Chapter 126, Jacksonville Ordinance Code, credit towards the JSEB goal allowed for a joint venture involving a JSEB will be equal to the same percentage as the percentage of ownership and control of the JSEB participants in the joint venture. The eligibility of a JSEB joint venture will be determined on a project-by project basis. A joint venture must be certified as a JSEB joint venture at the time of bid opening in order for the participation of the JSEB partner to be counted towards the JSEB goal requirement. The JSEB partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture must be at least twenty-five percent (25%) and the JSEB partner must be responsible for a clearly defined portion of the work to be performed.
4. The EBO office will accept participation from certified JSEB companies that are certified at the time of bid opening, and that are immediately subordinate to subcontractors and sub-consultants, toward meeting percentage goals.
5. The EBO office will accept 100% of purchase price for materials from JSEB suppliers towards meeting JSEB percentage goals.

O. PENALTIES

Severe penalties, including without limitation those outlines in Chapter 126, Jacksonville Ordinance Code, may apply to non-compliance with the Equal Business Opportunity Program and other violations of applicable federal, state, and local laws statutes, ordinances, rules, and regulations.

P. GOAL

The designation of this project is "Encouragement".

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JSEB Goals defined

ENCOURAGEMENT

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.JSEB.coj.net.

PARTICIPATION

The following goals apply to this contract and submissions of a bid by a prospective contractor shall constitute full acceptance of all conditions outlined in the bid documents, Chapter 126, Jacksonville Ordinance Code, and the prospective contractor's bid proposal.

The attainment of JSEB participation goals established for this contract will be: (i) based upon JSEBs certified by the City AT THE TIME OF BID OPENING in accordance with Part 6 of Chapter 126, Jacksonville Ordinance Code; and (ii) measured as a percentage of the total dollar value of the contract or, in the case of alternates, the percentage is calculated on the base bid for the purpose of the award; however, the contractor is expected to make every attempt to meet or exceed the stated goals when the alternates are awarded.

SET-ASIDE

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of JSEBs in all areas of procurement.

The Set Aside Plan is designated for certified Jacksonville Small Emerging Business participation only pursuant to Ordinance 2004-602-E, Section 126.608 (subsequently revised pursuant to 2005-944-E). All bidders responding must be JSEB certified prior to bid opening.

The JSEB prime contractor shall perform at least 40% of the total amount of the work to be performed under this contract with its own workforce. Notwithstanding this provision, a JSEB prime contractor should be prepared to demonstrate its own experience, licensing, capacity and/or ability to perform 100% of the total amount of the work being solicited, and, for purposes of award, a JSEB prime contractor should not rely upon sub-contractors or sub-consultants to meet any minimum requirements or qualifications. Subcontracting of any work under this contract shall not relieve a JSEB prime contractor of its full responsibility for the proper and timely performance and for its selection of subcontractor(s).

In addition to the bidding requirements specified elsewhere in these contract documents, under the Set Aside Plan, bids will only be accepted from bidders who are certified by the City as a JSEB **AT TIME OF BID OPENING**, in accordance with Chapter 126, City Ordinance Code.

You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at www.jseb.coj.net.

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JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT _____

For the purpose of the JSEB Project goals, all bids requiring CCNA will confirm the requirement on Form 1. However, the amount of the scope of service to be performed by the JSEB is not required until the agency has negotiated cost w/the selected firm.

Prior to the selected firm going before the PSEC committee for approval of the negotiated scope and fee package, the firm must list the JSEB vendor(s) and the amount for the scope of service to be performed by the JSEB(s).

***Please list all JSEB Suppliers**

NAME OF SUB FIRM	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

The designation of this project is: Encouragement X Participation _____ Set Aside _____

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

JSEB FORM 2

LETTER OF INTENT
TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT

(Name of JSEB Supplier/Consultant/Subcontractor)

Name of Project: _____ Bid Number: _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work attached. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Total amount of work to be
performed or materials to be
supplied, including Sales Tax

*Scope of Work Attached

_____ \$ _____

Signature of JSEB Supplier/Consultant/
Subcontractor

Title

Date

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at minimum there should be a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent.

FORM 3
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME: _____ PROJECT TITLE: _____
PROFESSIONAL SERVICES (RFP) NO. _____ -OR- CITY BID NO. _____
CURRENT CONTRACT TOTAL AMOUNT \$ _____ CITY CONTRACT NO. or PO NO. _____

INVOICE INFORMATION					
INVOICE NO.:		CURRENT INVOICE \$:			
FOR PERIOD ENDING DATE:		CUMULATIVE INVOICED \$:			
		% CONTRACT COMPLETE:			
CONTRACT GOAL TRACKING					
JSEB SUPPLIER GOAL \$:		JSEB SUPPLIER GOAL %:			
PRIOR MONTH CUMULATIVE JSEB SUPPLIER \$:					
PRIOR MONTH CUMULATIVE NON- JSEB SUPPLIER \$:		FORMULA FOR CURRENT MONTH %:			
		CUMULATIVE \$ / CUMULATIVE \$ INVOICED			
CUMULATIVE JSEB SUPPLIER \$:		CUMULATIVE JSEB SUPPLIER % :			
CUMULATIVE NON- JSEB SUPPLIER \$:		CUMULATIVE NON- JSEB SUPPLIER % :			
JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE ¹	TYPE OF WORK ₂	\$ THIS PAYMENT
TOTAL					
NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK ₂	\$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
TOTAL					

¹JSEB (Jacksonville Small Emerging Business)

²TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc.

FOR CITY OF JACKSONVILLE USE ONLY			
DATE PROCESSED	DOCUMENT NO.	INDEX CODE – SUBOBJECT - PROJECT NO. - DETAIL	\$ THIS PAYMENT

Notes:

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.

2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

Revised: August 2023

JSEB FORM 4
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
JSEB GOOD FAITH EFFORT DOCUMENTATION

The intent of this form is to document the good faith effort attempts made by the apparent low bidder in soliciting JSEB firms to meet the JSEB project goal. Please note that the project goal will not be waived, and the contractor must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified JSEB, the apparent low bidder must submit the form as follows:

All information submitted on this form is subject to audit by the JSEB Office

Date Submitted: _____ Bid Number: _____ Agency: _____

Contractor Name: _____ Company Address: _____

City _____ State: _____ Zip code: _____ Phone: _____

Goal Percentage: _____ Commitment Percentage: _____ Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Bidder/Authorized Representative Signature: _____

Representative Title: _____ Date: _____

Witness: _____ Date: _____

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	JSEB Firm Name			
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount	
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	JSEB Firm Name			
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount	
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	JSEB Firm Name			
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount	
1.					
2.					
3.					
Comments:					

JSEB FORM 4 (Cont.)
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

GOOD FAITH EFFORT REQUIREMENTS

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section “I” are required to submit with their proposal all efforts that would demonstrate a “Good Faith Effort” in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

- (1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;
- (2) The description of work for which a quote was requested;
- (3) The amount of the quote given if one was obtained;
- (4) The list of divisions of work not subcontracted and an explanation why not; and
- (5) Subcontractor information as requested by forms developed by the Department.

If the JSEB Administrator finds that a bidder/proposer did not make sufficient Good Faith Efforts, the JSEB Administrator shall communicate this finding to the user department and recommend that the bid/proposal be rejected. A bidder/proposer may protest this determination pursuant to the City's bid protest procedures.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - Should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

Attachment D

SERVICES CONTRACT
BETWEEN
[THE CITY OF JACKSONVILLE]
AND
INSERT CORPORATE NAME OF CONTRACTOR
FOR
INSERT SUMMARY OF SERVICES TO BE PERFORMED

THIS CONTRACT, made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and _____ (the "CONTRACTOR"), a _____ corporation authorized to transact business in Florida and with its principal offices at _____.

WHEREAS, the CITY (as the "Buyer") issued a Request for Proposal No. _____ (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONTRACTOR'S response to the RFP dated _____, consisting of ____ pages (the "Response"), the CITY has awarded this Contract to CONTRACTOR;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by CONTRACTOR as specified in the RFP and the Response.

2. **Compensation.** CONTRACTOR will be paid by the CITY for the Services [as follows: _____] or [as specified on the Price Sheets attached as Exhibit ____].

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed _____ (\$_____).

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on _____, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to _____ additional one (1) year periods by (i) the CITY, at its sole discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Contract Conditions (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

As to the CONTRACTOR:

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is [Insert Name and Address], and the CONTRACTOR'S Contract Manager is [Insert Name and Address]. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST: CITY OF JACKSONVILLE

By _____ By _____
James R. McCain, Jr. Donna Deegan
Corporation Secretary Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
CITY Contract Number: _____

Form Approved:

Office of General Counsel

ATTEST: INSERT NAME OF CONTRACTOR.

By _____	By _____
Signature	Signature
_____	_____
Type/Print Name	Type/Print Name
_____	_____
Title	Title

Attachment E
DISQUALIFIED/PROBATIONARY SUPPLIER LIST

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified suppliers as they appear on this list. However, any existing contracts held by the suppliers listed below should be completed.

SUPPLIER	SUPPLIER-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
*Aquino Construction Company, Inc.	00001424	04/19/2018	04/19/2021
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
Ashland Technologies, Inc.		12/03/2021	PERMANENTLY
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	07/9/2014	07/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
*General Contracting Repair and Installation, Inc.		12/02/2022	12/01/2027
G K Solutions	593541756	09/08/1999	09/08/2000
Kingdom Cleaning	*****6694/*****9588	10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

*Suppliers disqualified/debarred from bidding as Prime and/or Sub-Contractors.

**Suppliers placed on probation for a period of 6 months or more.

Revised 9/26/2023

Attachment F
Federal Funding Provisions (if applicable)

NOT APPLICABLE.

Attachment G Indemnification

Contractor and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Contract, operations, services or work performed hereunder; and
2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and
3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Contract (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Attachment H Insurance Requirements

Without limiting its liability under this Contract, Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 100,000 Each Accident
	\$ 500,000 Disease Policy Limit
	\$ 100,000 Each Employee/Disease

This insurance shall cover the Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/ Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Cyber Liability & Data Storage	\$1,000,000	per Claim and Aggregate
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Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Professional Liability \$1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three-year reporting option beyond the annual expiration date of the policy.

If Contractor performs their services onsite then the Contractor must maintain the additional below coverage:

Automobile Liability \$1,000,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

- A. **Additional Insured:** All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. **Provider's Insurance Primary.** The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- E. **Contractor's Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of the Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide insurance as required under this Contract.
- G. **Certificates of Insurance.** Provider shall provide the City Certificates of Insurance at contract execution, that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. **Notice.** The Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of the Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. **Special Provisions:** Prior to executing this Agreement, Provider shall present this Contract and Attachment D & E to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Provider.

Bonds and Other Performance Security. Design-Builder shall not perform or commence any construction services for a Project until the following performance bond and labor and material payment bond or other performance security have been delivered to Owner: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to Owner, on forms furnished by Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Project performed under this Agreement, each in an amount not less than the GMP as defined in Article 6 and inclusive of Design- Builder's fees. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
 - a. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - b. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
\$200,000 TO \$1,000,000	A-	CLASS IV
\$1,000,000 TO \$2,500,000	A-	CLASS V
\$2,500,000 TO \$5,000,000	A-	CLASS VI
\$5,000,000 TO \$10,000,000	A-	CLASS VII
\$10,000,000 TO \$25,000,000	A-	CLASS VIII
\$25,000,000 TO \$50,000,000	A-	CLASS IX
\$50,000,000 TO \$75,000,000	A-	CLASS X

5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.

In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

CITY OF JACKSONVILLE



PROCUREMENT DIVISION

214 N. Hogan Street Suite 800, Jacksonville, Florida 32202
(904) 255-8800-Phone; (904) 255-8837 Fax; www.coj.net

126.106(e) PROTEST PROCEDURES

- 126.106(e)(1) Purpose and Scope
- 126.106(e)(2) Definitions
- 126.106(e)(3) Timely Notice of Protest
- 126.106(e)(4) Request for Extension to File Supplemental Protest Documentation
- 126.106(e)(5) Delivery
- 126.106(e)(6) Process
- 126.106(e)(7) Protest Hearing Rules and Procedures
- 126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to §126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid, and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision.

The issue(s) raised, and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with §126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with §126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** – The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a) Florida Rule of Judicial Administration 2.514. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date, and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to §126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question is not to be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at

the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary, or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

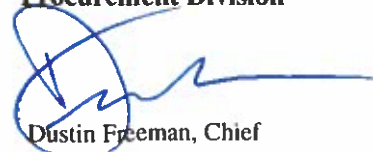
126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 07th day of October 2022, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, suspended, or abolished.

Procurement Division



Dustin Freeman, Chief
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
(904) 255-8800- Phone
(904) 255-8837- Facsimile
dustinf@coj.net

**Form 1
Price Sheet**

NAME OF CONSULTANT: _____

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer): \$_____hr.

Project Manager (Responsible Professional): \$_____hr.

3. Other Direct Project Costs per Unit (please specify):

4. Estimated percentage of total fee to be performed by sub-contractors: _____%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel:

6. Please provide a breakdown of any and all project fees or costs retained as a result of the collection of property registrations fees collected under the guidelines of Chapter - 179 Mortgage Foreclosure Registration:

Form 2
Conflict of Interest Certificate

Bidder must execute either Section I or Section II hereunder relative to Section 126.201, *Ordinance Code*, and Section 112.313(12), *Florida Statutes*. Failure to execute either Section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of the City or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name

Title or Position

Date of Filing

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable.

Public Official _____

Position Held: _____

Position or Relationship with Bidder: _____

Form 3
Volume of Work

**VOLUME OF WORK FOR USING AGENCIES BY PRIME CONSULTANT
WITHIN THE LAST FIVE (5) YEARS**

Please list the original contract amounts in the Fiscal Year the contracts were executed and amendments to the contracts in the Fiscal Year that the amendments were executed. For Annual Contracts, show totals of Purchase Orders issued in each Fiscal Year.

PROJECT DESCRIPTION	FY 17/18 Oct 1 - Sept 30	FY 18/19 Oct 1 - Sept 30	FY 19/20 Oct 1 - Sept 30	FY 20/21 Oct 1 - Sept 30	FY 21/22 Oct 1 - Sept 30
YEARLY TOTALS:					

Form 4
No Bid Form

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St., Room #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

- | | |
|---|--|
| ☐ Insufficient time to respond | ☐ Conflicts with production schedule |
| ☐ Do not meet minimum requirements | ☐ Do not offer these commodities/services |
| ☐ Unable to meet bond requirements | ☐ Other (please state below) |

Suggestions:

Company Name:

Signature & Title:

Street:

City: State: Zip: Phone:

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

REVISED 2/20

**CITY OF OPA-LOCKA AGREEMENT FOR REGISTRATION OF
FORECLOSED AND VACANT PROPERTIES SERVICES**

**Piggyback City of Jacksonville Request for Proposals (RFP) #ESC-
0258-24 for Web-Based System to Register Foreclosed Properties,
Collect Property Registration Fees, and Track Enforcement Services**

This Agreement is made this ____ day of _____, 2025, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and Hera Property Registry, LLC whose address is 1917 S Harbor City Blvd, Melbourne, FL 32901 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Registration of Foreclosed and Vacant Properties Services (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Jacksonville and the Contractor, as set forth in the City of Jacksonville Request for Proposals #ESC-0258-24 for Web-Based System to Register Foreclosed Properties, Collect Property Registration Fees, and Track Enforcement Services ("the RFP"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through November 11, 2025, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Web-Based System to Register Foreclosed Properties, Collect Property Registration Fees, and Track Enforcement Services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Jacksonville and the Contractor dated on or about February 23, 2024 (the "City of Jacksonville Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. Contractor's proposal shall also be incorporated hereto as Exhibit "B". In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Jacksonville Agreement and the Contractor's accepted proposal for said work.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305) 953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Jacksonville with regard to any and all provisions of the City of Jacksonville Agreement, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Sha'mecca Lawson, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Hera Property Registry, LLC
1917 South Harbor City Boulevard
Melbourne, Florida 32901
Attention: Manager

Copy To: Clifford Johnson
Hera Property Registry, LLC
Registered Agent
1917 S. Harbor City Blvd
Melbourne, FL 32901

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 8. Anti-human Trafficking. Prior to commencement of services or payment by the City, Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, EMAIL: JFLORES@OPALOCKAFL.GOV OR BY MAIL: CITY OF OPA-LOCKA – CITY CLERK'S OFFICE, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Sha'mecca Lawson, Interim City Manager

Date: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF OPA-LOCKA
ONLY:**

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

CONTRACTOR:
Hera Property Registry, LLC

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”

RESOLUTION NO. 25-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO INSTALL A TRAFFIC CALMING DEVICE AT THE INTERSECTION OF JANN AVENUE AND AHMAD STREET IN COMFORMITY WITH APPLICABLE LOCAL AND STATE LAWS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intersection of Jann Avenue and Ahmad Street within the City of Opa-Locka ("City") is a high traffic area that has low visibility to drivers; and

WHEREAS, the City Commission adopted Resolution No. 24-096, directing the Interim City Manager to request that Miami Dade County conduct a traffic control study at the intersection of Jann Avenue and Ahmad Street to determine the feasibility of installing a 4-way traffic control system; and

WHEREAS, the traffic feasibility study was requested with Miami Dade County Traffic Engineering Division through Service Request Number 2025005453; however, the evaluation is taking longer than expected; and

WHEREAS, there has been an increase in the number of car collisions at or near the subject site since the service request was made; and

WHEREAS, Section 2-96.1 of the Miami-Dade County Code of Ordinances provides that the *"County Manager or designee, in his/her sole discretion, may authorize municipalities, which desire and are equipped and able to perform certain traffic engineering functions, to assume, together with all liability and without additional cost to the County, through an individual Intergovernmental Agency Agreement, and for local municipal streets only, the installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement and subject to performing appropriate traffic engineering studies if required by such Agreement."*; and

WHEREAS, pursuant to the requirements of Section 316.0745, Florida Statutes, it shall be unlawful for any public body or official to purchase or for anyone to sell a traffic

control signal or device unless it conforms to specifications published by FDOT and certified prior to sale; and

WHEREAS, the Interim City Manager is directed to take the necessary steps to install street calming devices near the intersection of Jann Avenue and Ahmad Street in conformity with Miami-Dade County Code of Ordinances and State of Florida laws; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to mitigate this traffic concern pending completion of a study.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. ADOPTION OF REPRESENTATIONS

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to take the necessary steps to install street calming devices near the intersection of Jann Avenue and Ahmad Street in conformity with Miami-Dade County Code of Ordinances and State of Florida laws.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this_____ day of_____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	06.25.2025		Item Type: (Enter X in box)	Resolution	Ordinance		Other
				X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X						
				Public Hearing: (Enter X in box)	Yes	No	Yes
					X		X
Funding Source: Account# : Enterprise Fund	(Enter Fund & Dept)		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:Piggyback				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO INSTALL STREET CALMING DEVICES NEAR THE INTERSECTION OF JANN AVENUE AND AHMAD STREET.

Staff Summary:

The intersection of Jann Avenue and Ahmad Street is a high traffic area that appears to have poor visibility for drivers and pedestrians. Pursuant to Resolution No. 24-096, City Administration requested Miami-Dade County Traffic Engineering Division to conduct a feasibility study for a 4-way traffic control system. Since this request, there have been increased car collisions near this site, which indicates that this intersection poses a danger. The feasibility study is still being conducted (Service Request: 2025005453); however, the City Commission believes it is in the best interest of the residents

to mitigate this danger in the interim. Therefore, the Interim City Manager shall be authorized to take all necessary steps to install street calming devices near the intersection of Jann Avenue and Ahmad Street. The intent is to install radar speed warning signs at all four approaches to the intersection.

Financial Impact: It is estimated that four radar speed warning signs will cost \$18,000. This project will be funded through the Streets and Sidewalks Division Machinery & Equipment Account 41-541640, which has \$14,402 available. Additional funding will be provided through Budget Amendment #2.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

Resolution No. 24-096

RESOLUTION NO. 24-096

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REQUEST THAT MIAMI-DADE COUNTY CONDUCTS A TRAFFIC CONTROL STUDY AT THE INTERSECTION OF JANN AVENUE AND AHMAD STREET TO DETERMINE THE FEASIBILITY OF INSTALLING A 4-WAY TRAFFIC CONTROL SYSTEM WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intersection of Jann Avenue and Ahmad Street within the City of Opa-Locka ("City") is a high traffic area that appears to have low visibility to drivers and pedestrians as there have been several serious car accidents at this location; and

WHEREAS, the City Commission desires to have a traffic control study conducted to determine the feasibility of installing a 4-way traffic control system. It is believed that creating a 4-way stop will help to reduce traffic infractions and provide higher visibility at this intersection; and

WHEREAS, traffic feasibility studies are conducted by Miami-Dade County and the City Commission desires to direct the City Manager to request that Miami-Dade County conduct a traffic study to determine the best method of controlling traffic at the subject intersection; and

WHEREAS, the City Manager is directed to take the necessary steps to initiate communications for purposes of a study and any findings shall be presented to the City Commission upon completion; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to approve a request to Miami-Dade County to conduct a traffic control study at the intersection of Jann Avenue and Ahmad Street within the City to determine the feasibility of installing a 4-way traffic control system.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the City Manager to submit a request to Miami-Dade County requesting that a traffic control study be conducted at the intersection of Jann Avenue and Ahmad Street to determine the feasibility of installing a 4-way traffic control system at said intersection within the City.

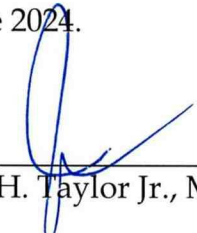
SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

Section 4. EFFECTIVE DATE.

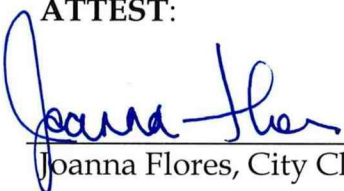
This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this 26th day of June 2024.



John H. Taylor Jr., Mayor

ATTEST:



Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Commissioner Williams

VOTE: 4-0

Commissioner Bass	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Vice Mayor Ervin	Absent
Mayor Taylor	Yes

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING IN FISCAL YEAR 2025-2026 FOR A COMMUNITY NEWSPAPER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka desires to establish a community newspaper for the City of Opa-Locka ("City"); and

WHEREAS, a community newspaper would play a vital role in informing residents of the City of news and events; and

WHEREAS, the community newspaper would distribute information about the City and provide outreach to City residents. The community newspaper would also serve as a resource for business owners to purchase pages to advertise and market their services and/or goods; and

WHEREAS, the community newspaper can be printed or placed in digital format and distributed on a monthly or quarterly basis; and

WHEREAS, the City Commission desires to authorize the Interim City Manager to allocate funding in fiscal year 2025-2026 for publication services, in the amount not to exceed Forty Thousand Dollars (\$40,000.000). The final financial cost will be a function of the distribution format and frequency directed by the City Commission as part of the review of the Fiscal Year 2025-2026 Proposed Budget; and

WHEREAS, the City Commission finds that directing the Interim City Manager to allocate funding in the Fiscal Year 2025-2026 Budget to establish a community newspaper for an amount not to exceed Forty Thousand Dollars (\$40,000.000) is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City

Manager to allocate funding for the Fiscal Year 2025-2026 Budget to establish a community newspaper for the City, in an amount not to exceed Forty Thousand Dollars (\$40,000.000).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this _____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

Resolution No. XX-XXXX

VOTE:

Commissioner Bass	_____
Commissioner Santiago	_____
Commissioner Ervin	_____
Vice Mayor Kelley	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date: <i>(Enter X in box)</i>	06.25.2025		Item Type:	Resolution	Ordinance
			<i>(Enter X in box)</i>	X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
				2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
				Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				No	
				X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☒	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	Commissioner Santiago		Department:	City Commission	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA DIRECTING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING IN THE FISCAL YEAR 2025-2026 FOR A COMMUNITY NEWSPAPER.

Staff Summary:

A community newspaper plays a vital role in informing residents of the City news and events. The newspaper will be designed to foster a community and fill the gaps between the City and the outreach to residents. It can also serve as a resource for business owners to purchase pages to advertise and market their services and/or goods. The Interim City Manager shall be authorized to allocate funding in fiscal year 2025-2026 for publication services in the amount not to exceed \$40,000. This platform can be in a printed or digital format and distributed on a monthly or quarterly basis.

Financial Impact: The financial impact, not to exceed \$40,000, will be a function of the medium and frequency directed by the Commission as part of the review of the FY 26 Proposed Budget.

Proposed Action:

Staff will adhere to the direction of the City Commission.

Attachment:

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored by: Interim City Manager

ORDINANCE NO. 25-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE INTERIM CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2024-2025 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 2024-18 and amended by Ordinance 25-02; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

- a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
- b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
- c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; and

WHEREAS, the City Commission desires to amend its 2024-2025 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit “A”.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2024, a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2024-2025, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit “A”.

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-Locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2024-2025.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit “A”, are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2024, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2024, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, in the

appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____, 2025.

PASSED SECOND READING this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:	<i>P. Anathan</i>			
Interim City Manager:	Sha'mecca Lawson		ICM Signature:	<i>Sha'mecca</i>			
Commission Meeting Date:	May 28, 2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	City Manager		Department: City Manager's Office	City Manager			

Short Title:

FY 25 Budget Amendment #2 – First Hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 25 Budget Amendment #2 on the first hearing.

History: The City Commission adopted the City FY 2025 Budget on September 25, 2024 (Ordinance 24-18) which was approved by the State. This budget was composed of \$65.7 million of expenditures and \$20.1million of funding being transferred between various Funds, resulting in a total budget of \$85.8million.

On January 22, 2025 the City Commission adopted Budget Amendment #1 (Ordinance 25-02). The primary purpose of Budget Amendment #1 was to rollover into FY 25 the portion of projects and programs which had been initiated in FY 24 but not completed by the fiscal year.

Current Activity: There are 41 line items in Budget Amendment #2, first hearing. The major issues in this Budget Amendment include the following:

- | | |
|--|-------------|
| 1. Paying off the final payment due on the 2015 Bond | \$3,289,035 |
| 2. Obtaining new debt financing | \$3,281,406 |
| 3. Recognizing a major revenue shortfall due to red light camera issues (\$ 900,000) | |
| 4. Initiating the Niles Gardens Drainage project | \$ 450,000 |
| 5. Paying additional interest on the Solid Waste legal suit settlement | \$ 273,000 |
| 6. Increased Police Off-Duty revenue and expense | \$ 225,000 |

The remaining twenty-two items are smaller adjustments to address emerging City needs.

Financial Impact:

Funding

Revenue	\$ (419,000)
Grants	(83,048)
Loans	3,281,406
Use Of Fund Balance	<u>2,461,079</u>
Total Funding ~ Excluding Transfers-In	5,240,437
Transfer-In	<u>2,017,586</u>
Total Funding	\$7,258,023

Expenditure

Expenditure ~ Excluding Transfers-Out	\$5,240,437
Transfers-Out	<u>2,017,586</u>
Total Expenditure	\$7,258,023

Additional details on the financial impact are provided in the attachments, Summary By Fund and Detail By Line Item, which contain accounting information for the State review which is a highly detailed accounting version of what is presented in the Overview and Summary By Line Item attachments.

Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on first hearing.

Attachment:

1. Budget Amendment Summary By Line Item
2. Budget Amendment Summary By Fund
3. Budget Amendment Detail By Line Item
4. Presentation
5. Ordinance

FY 25 Budget Amendment #2 - Summary By Fund - First Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
<u>Budget Thru Amend #1</u>				
<u>Funding</u>				
Revenue/Loans	33,296,542	13,961,194	100,000	47,357,736
Use Of / (Add To) Fund Bal	7,767,203	4,222,945	7,562,422	19,552,570
Total Funding Ex Trans-In	41,063,745	18,184,139	7,662,422	66,910,306
Transfer-in	16,261,651	7,761,326	-	24,022,977
Total Funding	57,325,396	25,945,465	7,662,422	90,933,283
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	44,094,124	22,780,683	35,500	66,910,308
Transfer-Out	13,231,273	3,164,780	7,626,922	24,022,975
Total Expenditure	57,325,397	25,945,464	7,662,422	90,933,283
<u>Amendment #2</u>				
<u>Funding</u>				
Revenue/Loans	2,759,136	20,222	-	2,779,358
Use Of / (Add To) Fund Bal	1,809,844	651,165	70	2,461,079
Total Funding Ex Trans-In	4,568,980	671,387	70	5,240,437
Transfer-in	2,561,330	(543,744)	-	2,017,586
Total Funding	7,130,311	127,643	70	7,258,024
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	5,874,374	(633,936)	-	5,240,438
Transfer-Out	1,255,936	761,579	70	2,017,585
Total Expenditure	7,130,311	127,643	70	7,258,024
<u>Budget Thru Amend #2</u>				
<u>Funding</u>				
Revenue/Loans	36,055,678	13,981,416	100,000	50,137,094
Use Of / (Add To) Fund Bal	9,577,047	4,874,110	7,562,492	22,013,649
Total Funding Ex Trans-In	45,632,726	18,855,526	7,662,492	72,150,744
Transfer-in	18,822,981	7,217,582	-	26,040,563
Total Funding	64,455,707	26,073,108	7,662,492	98,191,307
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	49,968,499	22,146,747	35,500	72,150,746
Transfer-Out	14,487,209	3,926,359	7,626,992	26,040,560
Total Expenditure	64,455,707	26,073,107	7,662,492	98,191,306

FY 25 Budget Amendment #2 - Summary By Fund - First Hearing

General Fund

		Budget Thru Amend #1	Amendment #2	Budget Thru Amend #2
Funding				
Revenue/Loans		24,169,260	2,678,136	26,847,396
Use Of / (Add To) Fund Bal		7,561,162	(327,544)	7,233,618
Total Funding - Ex Transfer-In		31,730,422	2,350,592	34,081,014
Transfer-In		5,330,547	-	5,330,547
Total Funding - Ex Transfer-In		37,060,969	2,350,592	39,411,561
Expenditure				
	Div			
Commission	10	143,890	10,500	154,390
City Manager	12	1,365,601	(185,505)	1,180,096
General Fund Non-Depart - Ex Trans Out	19	4,995,369	856,000	5,851,369
Human Resources	13	609,105	2,500	611,605
Clerk	16	601,201	43,500	644,701
Attorney	28	579,000	-	579,000
Finance	17	1,674,726	107,005	1,781,731
Housing & Social Services	70	295,669	(15,000)	280,669
Planning & Community Dev	37	1,016,744	9,000	1,025,744
Building & Licenses	30	861,599	4,000	865,599
Parks & Recreation	72	1,701,227	(40,000)	1,661,227
Police	26	9,644,642	297,556	9,942,198
Code Enforcement	23	806,296	(23,000)	783,296
Building & Grounds Maintenance	39	1,832,010	11,000	1,843,010
Public Works - Admin	32	567,413	-	567,413
Public Works - Streets	41	637,105	17,100	654,205
Public Works - Trash	50	-	-	-
Public Works - Vehicle Maintenance	49	860,342	-	860,342
Total Expenditure - Ex Transfer-Out		28,191,938	1,094,656	29,286,594
Transfer-Out	19	8,869,032	1,255,936	10,124,968
Total Expenditure		37,060,969	2,350,592	39,411,561

Exhibit "A"

FY 25 Budget Amendment #2 - Summary By Fund - First Hearing

Governmental Funds										
	General Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Law Enforcement Training Trust Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>Budget Thru Amend #1</u>										
<u>Funding</u>										
Revenue/Loans	24,169,260	1,258,365	1,760,000	316,417	5,525,000	265,000	2,500	-	-	33,296,542
Use Of / (Add To) Fund Bal	7,561,162	-	-	-	-	158,541	47,500	-	-	7,767,203
Total Funding Ex Trans-In	31,730,422	1,258,365	1,760,000	316,417	5,525,000	423,541	50,000	-	-	41,063,745
Transfer-in	5,330,547	4,409,766	-	313,483	-	-	-	4,454,373	1,753,482	16,261,651
Total Funding	37,060,969	5,668,131	1,760,000	629,900	5,525,000	423,541	50,000	4,454,373	1,753,482	57,325,396
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	28,191,938	5,668,131	1,760,000	629,900	1,162,759	423,541	50,000	4,454,373	1,753,482	44,094,124
Transfer-Out	8,869,032	-	-	-	4,362,241	-	-	-	-	13,231,273
Total Expenditure	37,060,969	5,668,131	1,760,000	629,900	5,525,000	423,541	-	4,454,373	1,753,482	57,325,397
<u>Amendment #2</u>										
<u>Funding</u>										
Revenue/Loans	2,678,136	-	-	-	-	81,000	-	-	-	2,759,136
Use Of / (Add To) Fund Bal	(327,544)	-	-	-	2,137,388	-	-	-	-	1,809,844
Total Funding Ex Trans-In	2,350,592	-	-	-	2,137,388	81,000	-	-	-	4,568,980
Transfer-in	-	1,376,874	-	79,000	1,040,456	-	-	65,000	-	2,561,330
Total Funding	2,350,592	1,376,874	-	79,000	3,177,844	81,000	-	65,000	-	7,130,311
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	1,094,656	1,376,874	-	79,000	3,177,844	81,000	-	65,000	-	5,874,374
Transfer-Out	1,255,936	-	-	-	-	-	-	-	-	1,255,936
Total Expenditure	2,350,592	1,376,874	-	79,000	3,177,844	81,000	-	65,000	-	7,130,311
<u>Budget Thru Amend #2</u>										
<u>Funding</u>										
Revenue/Loans	26,847,396	1,258,365	1,760,000	316,417	5,525,000	346,000	-	-	-	36,053,178
Use Of / (Add To) Fund Bal	7,233,618	-	-	-	2,137,388	158,541	-	-	-	9,529,547
Total Funding Ex Trans-In	34,081,014	1,258,365	1,760,000	316,417	7,662,388	504,541	-	-	-	45,582,726
Transfer-in	5,330,547	5,786,640	-	392,483	1,040,456	-	-	4,519,373	1,753,482	18,822,981
Total Funding	39,411,561	7,045,005	1,760,000	708,900	8,702,844	504,541	-	4,519,373	1,753,482	64,405,707
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	29,286,594	7,045,005	1,760,000	708,900	4,340,603	504,541	-	4,519,373	1,753,482	49,918,499
Transfer-Out	10,124,968	-	-	-	4,362,241	-	-	-	-	14,487,209
Total Expenditure	39,411,561	7,045,005	1,760,000	708,900	8,702,844	504,541	-	4,519,373	1,753,482	64,405,707

FY 25 Budget Amendment #2 - Summary By Fund - First Hearing

Enterprise Funds										
	Water-Sewer Operating Fund					Storm Water Op	Water Sewer CIP	Storm Water CIP	Total	
	Water-Sewer Operating Divisions (Expense)									
	Water Division	Sewer Division	Water-Sewer Finance Division	Water Lines Division	CIP Mgmt Division	Total Water-Sewer Op Fund	Storm Water Op Fund	Total Water-Sewer CIP Fund	Storm Water CIP Fund	Total Enterprise Funds
<u>Budget Thru Amend #1</u>										
<u>Funding</u>										
Revenue/Loans						10,339,627	2,065,383	-	1,556,184	13,961,194
Use Of / (Add To) Fund Bal						2,720,975	1,501,970	-	-	4,222,945
Total Funding Ex Trans-In						13,060,602	3,567,353	-	1,556,184	18,184,139
Transfer-in						119,177	-	4,654,222	2,987,927	7,761,326
Total Funding	-	-	-	-	-	13,179,779	3,567,353	4,654,222	4,544,111	25,945,465
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,762,800	5,004,898	3,033,489	317,297	354,015	11,472,498	2,109,852	4,654,222	4,544,111	22,780,683
Transfer-Out	-	-	1,707,280	-	-	1,707,280	1,457,501	-	-	3,164,780
Total Expenditure	2,762,800	5,004,898	4,740,769	317,297	354,015	13,179,778	3,567,353	4,654,222	4,544,111	25,945,464
<u>Amendment #2</u>										
<u>Funding</u>										
Revenue/Loans						-	-	-	20,222	20,222
Use Of / (Add To) Fund Bal						(99,895)	751,060	-	-	651,165
Total Funding Ex Trans-In						(99,895)	751,060	-	20,222	671,387
Transfer-in						99,895	-	(1,096,601)	452,962	(543,744)
Total Funding	-	-	-	-	-	-	751,060	(1,096,601)	473,184	127,643
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	16,642	(26,500)	15,000	(14,500)	-	(9,358)	(1,161)	(1,096,601)	473,184	(633,936)
Transfer-Out	-	-	9,358	-	-	9,358	752,221	-	-	761,579
Total Expenditure	16,642	(26,500)	24,358	(14,500)	-	-	751,060	(1,096,601)	473,184	127,643
<u>Budget Thru Amend #2</u>										
<u>Funding</u>										
Revenue/Loans						10,339,627	2,065,383	-	1,576,406	13,981,416
Use Of / (Add To) Fund Bal						2,621,080	2,253,030	-	-	4,874,110
Total Funding Ex Trans-In						12,960,707	4,318,413	-	1,576,406	18,855,526
Transfer-in						219,072	-	3,557,621	3,440,889	7,217,582
Total Funding	-	-	-	-	-	13,179,779	4,318,413	3,557,621	5,017,295	26,073,108
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,779,442	4,978,398	3,048,489	302,797	354,015	11,463,140	2,108,691	3,557,621	5,017,295	22,146,747
Transfer-Out	-	-	1,716,638	-	-	1,716,638	2,209,722	-	-	3,926,359
Total Expenditure	2,779,442	4,978,398	4,765,127	302,797	354,015	13,179,778	4,318,413	3,557,621	5,017,295	26,073,107

FY 25 Budget Amendment #2 Summary By Line Item

First Hearing

#	Amount	Purpose	Funding Source
1	\$0	Change funding source from grant to loan for Commerce North Drainage project	NA
2	\$11,000	Municipal Complex physical security installation expense	Seizure funds
3	\$40,000	Retiring employee leave payout	Vacancy savings – Service Line Maintenance and Wastewater Divisions
4	\$0	Change funding source for reimbursing Water-Sewer Operating fund for CIP Management Services	NA
5	\$273,000	Interest expense on Solid Waste suit settlement	Contingency
6	\$0	Change of Cairo Lane funding source from State Revolving Fund Loan to Stormwater Fund Balance	NA
7	\$45,000	Resiliency study carryover	Grant
8	\$0	Split FRDAPs into three separate project accounts	NA
9	\$25,000	Police expense associated with Hurricane Milton deployment	FDEM Reimbursement
10	\$65,000	Increased deductibles primarily associated with prior year incidents and additional legal expense	Savings from red light camera services, Wastewater and Stormwater Ops vacancy savings.
11	\$70,000	Police storage facilities – evidence, etc.	Seizure funds
12	\$3,289,035	Payoff of balloon payment for 2015 bond	Primarily paid for by Debt Service Fund Balance and General Fund
13	(\$900,000)	Red light camera fines reduction due to most cameras being inoperable for first seven months of FY 25 due to FDOT	Offset by Contingency
14	\$25,000	Increased irrigation	Code Compliance vacancy savings
15	\$20,000	Beautification Division overtime	Beautification Division vacancy savings
16	\$16,500	Historic City Hall maintenance program overseen by the CIP Manager	CIP Management Division vacancy savings
17	\$450,000	Initial phases of the Niles Gardens Drainage (Mary Alice Brown Apartments Area) drainage project	Stormwater Operating Department fund balance.
18	\$25,000	Initial phase of the Water-Division Cross-Connection Maintenance program	Water Distribution Division vacancy savings
19	\$15,000	Additional road material supplies	Housing and Social Services Department vacancy savings
20	\$22,000	Lift Station #16 pump and generator rental until start of renovation project	Wastewater Division vacancy savings
21	\$15,000	Code Compliance temporary staffing	Code Compliance vacancy savings
22	\$47,100	Sixteen small General Fund accounts averaging \$2,944 each	Red light camera services savings
23	\$27,000	Parks & Rec temporary staffing	Parks & Rec vacancy savings

FY 25 Budget Amendment #2 Summary By Line Item**First Hearing**

#	Amount	Purpose	Funding Source
24	\$70	Minor adjustment to the carryover of the Wastewater telemetry project	ARPA interest
25	\$30,000	Police vehicle computers	JAG-D grant
26	\$176,387	Carryover of FY 24 Cairo Lane design funds and reallocation of funding sources	Stormwater Operating Fund fund balance
27	\$20,000	Uniforms for new Police Officers	Red light camera services savings
28	\$0	Transfer of positions from City Manager Office to Finance	NA
29	\$90,000	Sewage odor and fats, oil and grease (FOG) services	County sewage processing fees savings
30	\$25,000	Repair of water main break	Water-Sewer Operating Fund Contingency
31	\$4,500	Three small utility account adjustments	County sewage processing fees
32	\$10,000	Police laptops and a PC	Red light camera services savings
33	\$5,500	Miscellaneous small adjustments to three Fleet Management accounts	Fleet Management vacancy savings
34	\$79,000	Municipal Complex security services and repairs	Finance vacancies
35	\$35,000	Record management and shredding project	Parks & Rec vacancies
36		Not used	
37	\$225,000	Off-duty police services compensation	Off-duty revenue
38	\$119,000	CRA security camera services	CRA payment to City
39	\$35,000	Sewer telemetry (Smart Covers) maintenance contract	County wastewater processing savings
40	\$30,400	Media Specialist position – partial first year	IT vacancies
41	\$82,000	Sherbondy Park trails renovation	General Fund fund balance
42	\$35,000	Building repairs and maintenance	Beautification & Building Maintenance vacancies

FY 25 Budget Amendment #2- Detail - First Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
1	<u>Conversion From Grant To Loan</u>							
	STM-CIP	Loan	455-384130	Loans - SRF	-	131,406	131,406	Conversion Of SRF Grant In STM-CIP To SRF Loan In STM- Ops Transferred To STM-CIP
	STM-CIP	Revenue	455-334700	Grants - SRF	156,184	(131,406)	24,778	
2	<u>Safe Law Enforcement - SafePointe</u>							
	SLE	Exp	65-521340	Contracted Service	117,900	11,000	128,900	Additional Cost Of The SafePointe Security System Service & Installation
	SLE	Rev	165-338100	Court Forfeiture	250,000	11,000	261,000	
3	<u>Retirement Payout - Utilities</u>							
	WS-Fin	Exp	61-535916	Leave Pay-Out - Wages	25,000	35,000	60,000	Retirement of senior Utilities employee. Offset by Compensation savings in Sewer and Service Line Divisions.
	WS-Fin	Exp	61-535917	Leave Pay-Out - FICA / Medicare	1,600	3,000	4,600	
	WS-Fin	Exp	61-535918	Leave Pay-Out - Retirement	2,300	2,000	4,300	
	WS-Serv Line	Exp	63-533120	Salaries - Regular	118,541	(10,000)	108,541	
	WS-Serv Line	Exp	63-533210	FICA/Medicare	10,124	(1,000)	9,124	
	WS-Serv Line	Exp	63-533220	Retirement	18,041	(2,000)	16,041	
	WS-Serv Line	Exp	63-533230	Life And Health Insurance	19,038	(3,000)	16,038	
	WS-Sewer	Exp	35-535120	Salaries - Regular	315,799	(11,828)	303,971	
	WS-Sewer	Exp	35-535210	FICA/Medicare	26,518	(3,000)	23,518	
	WS-Sewer	Exp	35-535220	Retirement	47,251	(5,300)	41,951	
	WS-Sewer	Exp	35-535230	Life And Health Insurance	58,370	(3,872)	54,498	
4	<u>CIP Management Fee Correction</u>							
	WS-Funding	Fund Bal	440-383010	Use Of/ (Add To) Fund Balance	2,720,975	(99,895)	2,621,080	Payment to Water-Sewer Fund for CIP Management omitted in origianl budget
	WS Ops Fund	Trf-In	440-381450	Transfer In To WS From Storm Ops	-	99,895	99,895	
	Storm Ops Fund	Trf-Out	43-581925	Transfer Out From Storm Ops To WS	-	99,895	99,895	
	Storm Ops Fund	Fund Bal	450-383010	Use Of/ (Add To) Fund Balance	1,501,970	99,895	1,601,865	
5	<u>Interest On Solid Waste Collection Suit Settlement</u>							
	Non-Dept	Exp	19-514380	Legal Settlements	3,000,000	273,000	3,273,000	Interest On Solid Waste Collection Suit Settlement for period from award to payment
	Non-Dept	Exp	19-519390	Contingency	1,064,000	(273,000)	791,000	
6	<u>Change Funding Source From SRF To Storm Fund Balance - Cairo Lane Project</u>							
	Storm CIP	Grant	455-334700	Grants - SRF	24,778	(24,778)	-	Change in source of funding from SRF Grant to Stormwater Ops Fund
	Storm CIP	Trf-In	455-381450	Trf-In From Storm Ops To Storm CIP	1,221,257	24,778	1,246,035	
	Storm Ops	TRF-Out	43-513917	Trf-Out From Storm Ops To Storm CIP	1,221,257	24,778	1,246,035	
	Storm Ops	Fund Bal	450-383010	Use Of/ (Add To) Fund Balance	1,601,865	24,778	1,626,643	
7	<u>Resiliency Study - Carryover Grant</u>							
	Storm CIP	Grant	450-334703	Grants - Other - Resiliency	1,400,000	45,000	1,445,000	Rollover of FY 24 expense funded by grant
	Storm CIP	Exp	87-538652	Resiliency Study	150,000	45,000	195,000	

FY 25 Budget Amendment #2- Detail - First Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
8	<u>Split FRDAP Grant Revenue into Three Accounts</u>							
	Safe Neigh	Rev	320-334739	Sherbondy Courts FRDAP	150,000	(100,000)	50,000	Split FRDAP Grant into one account for each project
	Safe Neigh	Rev	320-334724	Ingram Court FRDAP	-	50,000	50,000	
	Safe Neigh	Rev	320-334741	Segal FRDAP	-	50,000	50,000	
9	<u>Police Overtime</u>							
	Gen Fund	Rev	001-369940	Cost Reimbursements	15,000	25,000	40,000	Overtime increase funded by Milton deployment reimbursement
	Police	Exp	26-521140	Salaries - Overtime	365,000	25,000	390,000	
10	<u>Insurance Deductibles & Legal Expense</u>							
	Risk Mgmt	Exp	84-513392	Motor Vehicle - Deductible	30,000	25,000	55,000	Increase in deductibles and legal expese - Offset by transfers from Gen Fund, Water-Sewer Ops and Stormwater Ops
	Risk Mgmt	Exp	84-513452	General Liability - Deductible	35,000	25,000	60,000	
	Risk Mgmt	Exp	84-513312	Other Professional Services	10,000	15,000	25,000	
	Risk Mgmt	Trf-In	118-384140	Transfer In	4,454,373	65,000	4,519,373	
	Non-Dept	Trf-Out	19-519442	Trf Out - Gen Fund To Risk Mgmt	3,733,484	54,480	3,787,964	
	Police	Exp	26-512497	Red Light Camera Service	676,377	(54,480)	621,897	
	WS-Fin	Trf-Out	61-513442	Trf Out - WS Ops To Risk Mgmt	641,302	9,358	650,660	
	WS-Water	Exp	64-533230	Life And Health Insurance	37,063	(9,358)	27,705	
	Storm Ops	Trf-Out	43-538442	Trf Out - Storm Ops To Risk Mgmt	79,586	1,161	80,747	
	Storm Ops	Exp	43-538120	Salaries - Regular	309,409	(1,161)	308,248	
11	<u>Evidence Storage Shelves</u>							
	SLE	Rev	165-338100	Court Forfeiture	261,000	70,000	331,000	Evidence storage shelves
	SLE	Exp	65-521642	Office Furniture & Equipment	-	70,000	70,000	
12	<u>Final Payment - FY 15 Bond, New Bond Financing</u>							
	Debt Service	Exp	83-513711	2015 Bond Principal	181,058	3,289,035	3,470,093	Final balloon payment on 2015 Bond, liquidation of Debt Service Fund Balance related to 2015 Bond, new 2015 Bond revenue with surplus going to Contingency and reduction in Use of Fund Balance.
	Debt Service	Exp	83-513721	2015 Bond Interest	300,000	(192,214)	107,786	
	Debt Service	Exp	83-513712	2025 Bond Principal	-	54,470	54,470	
	Debt Service	Exp	83-513722	2025 Bond Interest	-	26,553	26,553	
	Debt Service	Fund Bal	230-383010	Use Of Fund Balance	-	2,137,388	2,137,388	
	Debt Service	Trf-In	230-335120	Trf In To Debt Svc From General Fund	-	1,040,456	1,040,456	
	General Fund	Trf-Out	19-581927	Trf Out From General Fund To Debt Svc	-	1,040,456	1,040,456	
	General Fund	Loan	001-399010	2025 Net Loan Proceeds	-	3,150,000	3,150,000	
	General Fund	Exp	19-519390	Contingency (Ad To)	791,000	1,700,000	2,491,000	
	General Fund	Fund Bal	001-383010	Reduction In Fund Balance Usage	7,561,162	(409,544)	7,151,618	
13	<u>Red Light Camera Revenue - Inoperable Cameras</u>							
	Gen Fund	Rev	001-354140	Red Light Camera Revenue	2,671,724	(900,000)	1,771,724	Revenue down due to many inoperable cameras . Funded through Contingency created in previous agenda item.
	Gen Fund	Exp	19-519390	Contingency (Use Of)	2,491,000	(900,000)	1,591,000	

FY 25 Budget Amendment #2- Detail - First Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
14	<u>Increased Irrigation</u>						-	
	Gen Fund	Exp	19-519430	Electric, Gas & Water	148,350	25,000	173,350	Increased irrigation activity offset by Code Compliance position vacancies
	Code Compliance	Exp	23-521120	Salaries - Regular	476,913	(20,000)	456,913	
	Code Compliance	Exp	23-521210	FICA	36,674	(1,000)	35,674	
	Code Compliance	Exp	23-521220	Retirement	65,345	(2,000)	63,345	
	Code Compliance	Exp	23-521230	Life And Health Insurance	66,544	(2,000)	64,544	
							-	
15	<u>Beautification Overtime</u>						-	
	Beautification	Exp	39-541140	Salaries - Overtime	9,500	20,000	29,500	High level of Beautification Div activity offset by savings from inoperable red light cameras
	Beautification	Exp	39-541120	Salaries - Regular	589,762	(15,000)	574,762	
	Beautification	Exp	39-541210	FICA	45,844	(1,000)	44,844	
	Beautification	Exp	39-541220	Retirement	81,680	(2,000)	79,680	
	Beautification	Exp	39-541230	Life And Health Insurance	107,068	(2,000)	105,068	
							-	
16	<u>Historic City Hall Maintenance Cost</u>						-	
	CIP Mgmt	Exp	75-535340	Other Contracted Services	7,500	18,500	26,000	Historic City Hall Maintenance costs funded by CIP Management vacancies
	CIP Mgmt	Exp	75-535120	Salaries - Regular	202,345	(13,900)	188,445	
	CIP Mgmt	Exp	75-535210	FICA	15,479	(1,200)	14,279	
	CIP Mgmt	Exp	75-535220	Retirement	27,579	(1,800)	25,779	
	CIP Mgmt	Exp	75-535230	Life And Health Insurance	24,562	(1,600)	22,962	
							-	
17	<u>Nile Gardens Drainage (Mary Alice Brown Apartments Area)</u>						-	
	Strm Wtr CIP	Exp	87-538653	Nile Gardens Drainage	-	450,000	450,000	Planning and design phases for major drainage project
	Strm Wtr CIP	Trf-In	455-381450	Trf-In To Strm CIP From Strm Ops	1,246,035	450,000	1,696,035	
	Strm Wtr Ops	Trf-Out	43-513917	Trf-Out From Strm Ops To Strm CIP	1,246,035	450,000	1,696,035	
	Strm Wtr Ops	Fund Bal	450-383010	Use Of/ (Add To) Fund Balance	1,626,643	450,000	2,076,643	
							-	
18	<u>Water Distribution Cross-Connection Maintenance Program</u>						-	
	Water Distrib	Exp	64-533340	Other Contracted Services	25,000	25,000	50,000	Initial phase of program to manage water system cross-connection and backflow devices. Funded by savings in Water Distribution division
	Water Distrib	Exp	64-533120	Salaries - Regular	187,273	(20,300)	166,973	
	Water Distrib	Exp	64-533210	FICA	14,442	(1,700)	12,742	
	Water Distrib	Exp	64-533220	Retirement	25,729	(3,000)	22,729	
							-	
19	<u>Road Materials</u>						-	
	Roads & Streets	Exp	41-541530	Road Materials & Supplies	20,000	15,000	35,000	Additional roads and sidewalks restoration materials funded by vacancy savings in the Housing and Social Services Department
	House & Soc Svc	Exp	70-512120	Salaries - Regular	107,263	(4,100)	103,163	
	House & Soc Svc	Exp	70-512210	FICA	10,500	(2,700)	7,800	
	House & Soc Svc	Exp	70-512220	Retirement	18,709	(4,800)	13,909	
	House & Soc Svc	Exp	70-512230	Life & Health Insurance	14,696	(3,400)	11,296	

FY 25 Budget Amendment #2- Detail - First Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
20	<u>Lift Station Pump & Generator Rental</u>							
	WW Coll & Trans	Exp	35-535440	Rentals & Leases	12,500	22,000	34,500	Rental of standby pumps and generators for PS #16 until renovation project starts, funded by vacancy savings in Wastewater Collection & Trans Divisions
	WW Coll & Trans	Exp	35-535120	Salaries - Regular	303,971	(16,100)	287,871	
	WW Coll & Trans	Exp	35-535210	FICA/Medicare	23,518	(1,000)	22,518	
	WW Coll & Trans	Exp	35-535220	Retirement	41,951	(2,200)	39,751	
	WW Coll & Trans	Exp	35-535230	Life And Health Insurance	54,498	(2,700)	51,798	
21	<u>Code Compliance Temporary Staffing</u>							
	Code Compliance	Exp	23-521340	Other Contracted Services	22,600	15,000	37,600	Temporary staffing until empty positions filled. Funded by vacancy savings in same division.
	Code Compliance	Exp	23-521120	Salaries - Regular	456,913	(9,600)	447,313	
	Code Compliance	Exp	23-521210	FICA/Medicare	35,674	(1,400)	34,274	
	Code Compliance	Exp	23-521220	Retirement	63,345	(2,000)	61,345	
	Code Compliance	Exp	23-521230	Life And Health Insurance	64,544	(2,000)	62,544	
22	<u>Miscellaneous Small General Fund Adjustments</u>							
	Commission	Exp	10-512523	Special Supplies/Promotional Items	5,000	3,000	8,000	Miscellaneous small General Fund account adjustments. Funded by red light camera service savings.
	Commission	Exp	10-515547	Conferences & Meetings	10,000	4,000	14,000	
	Commission	Exp	10-511493	General Expenses	3,300	2,500	5,800	
	Commission	Exp	10-511642	Office Furniture & Equipment	-	1,000	1,000	
	Manager	Exp	12-512140	Salaries - Overtime	200	500	700	
	HR	Exp	13-513510	Office Supplies	2,000	2,500	4,500	
	Clerk	Exp	16-512642	Furniture & Fixtures	3,555	3,500	7,055	
	Code Compliance	Exp	23-521521	Clothing & Uniform Expense	4,400	2,000	6,400	
	Police	Exp	26-529160	Honor Guard	8,000	2,000	10,000	
	Building & Lic	Exp	30-524470	Printing & Binding	1,750	4,000	5,750	
	Commun Dev	Exp	37-515493	General Expense	10,000	9,000	19,000	
	Beaut & Bldg Mnt	Exp	39-541341	Uniform Rental/Laundry	9,386	2,000	11,386	
	Beaut & Bldg Mnt	Exp	39-541493	General Expense	3,000	4,000	7,000	
	Beaut & Bldg Mnt	Exp	39-541551	Maintenance Supplies	32,000	5,000	37,000	
	Roads & Streets	Exp	41-541341	Uniform Rental/Laundry	1,976	1,500	3,476	
	Roads & Streets	Exp	41-541648	Vehicle Lease/Purchase	45,911	600	46,511	
	Police	Exp	26-512497	Red Light Camera Service	621,897	(47,100)	574,797	
23	<u>Parks & Recreation Temporary Staffing</u>							
	Parks & Rec	Exp	72-572340	Other Contracted Services	30,000	27,000	57,000	Temporary staffing necessary due to vacant positions. Funded by vacancy savings.
	Parks & Rec	Exp	72-572120	Salaries - Regular	533,397	(23,500)	509,897	
	Parks & Rec	Exp	72-572210	FICA	64,687	(5,000)	59,687	
	Parks & Rec	Exp	72-572220	Retirement	115,246	(8,500)	106,746	
	Parks & Rec	Exp	72-572230	Life And Health Insurance	83,047	10,000	93,047	

FY 25 Budget Amendment #2- Detail - First Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
24	Wastewater Telemetry Project Adjustment							
	WS CIP	Exp	86-5356308	Smart Covers (SCADA)	105,294	70	105,364	Minor adjustment to project carryover from FY 24
	WS CIP	Trf-In	445-381105	Trf-In To WS CIP From ARPA	4,454,778	70	4,454,848	
	ARPA	Trf-Out	15-538902	Trf-Out From ARPA To WS CIP	4,454,778	70	4,454,848	
	ARPA	Fund Bal	105-383010	Use Of Fund Balance	7,562,422	70	7,562,492	
25	Police Computers (Grant Funded)							
	Police	Exp	26-521646	Computer Equipment	700	30,000	30,700	JAG-D Grant to fund computers for Police vehicles
	Police	Exp	26-512497	Red Light Camera Service	574,797	(1,864)	572,933	
	Gen Fund	Rev	001-334700	Grants - JAG-D	-	28,136	28,136	
26	Cairo Lane ARPA Funding Remix Between General, Water-Sewer & Storm Funds							
	Safe Neighbor	Exp	44-541820	Cairo Lane - Streets	1,000,000	1,294,874	2,294,874	Reallocation of ARPA funding among various components of project and carryforward of \$176,387 of FY 24 design fees
	Safe Neighbor	Trf-In	320-381105	Trf-In To Safe Neigh From ARPA	1,247,966	1,294,874	2,542,840	
	ARPA	Trf-Out	15-581320	Trf-Out From ARPA To Safe Neigh	1,247,966	1,294,874	2,542,840	
	Wtr-Swr CIP	Exp	86-5356315	Cairo Lane - Wtr-Swr	1,766,671	(1,096,671)	670,000	
	Wtr-Swr CIP	Trf-In	445-381105	Trf-In To Water-Sewer CIP From ARPA	4,454,848	(1,096,671)	3,358,177	
	ARPA	Trf-Out	15-538902	Trf-Out From ARPA To Water-Sewer CIP	4,454,848	(1,096,671)	3,358,177	
	Stormwater CIP	Exp	87-5386315	Cairo Lane - Stormwater	1,843,203	(21,816)	1,821,387	
	Stormwater CIP	Trf-In	455-381450	Trf-In To Stormwater CIP From Strm Ops	1,696,035	176,387	1,872,422	
	Strm Wtr Ops	Trf-Out	43-513917	Trf-Out From Strm Ops To Strm CIP	1,696,035	176,387	1,872,422	
	Strm Wtr Ops	Fund Bal	450-383010	Use Of/ (Add To) Fund Balance	2,076,643	176,387	2,253,030	
	Stormwater CIP	Trf-In	455-381105	Trf-In To Stormwater CIP From ARPA	1,766,670	(198,203)	1,568,467	
	ARPA	Trf-Out	15-538903	Trf-Out From ARPA To Stormwater CIP	1,766,670	(198,203)	1,568,467	
27	Police Uniforms							
	Police	Exp	26-521521	Clothing & Uniform Expense	40,000	20,000	60,000	Uniform requirements for additional new hire officers
	Police	Exp	26-512497	Red Light Camera Service	572,933	(20,000)	552,933	
28	Staff Transfer From City Manager's Office To Finance							
	Finance	Exp	17-513120	Salaries - Regular	662,352	145,773	808,125	Transfer of staff from City Manager's Office to Finance
	Finance	Exp	17-513210	FICA	50,935	11,152	62,087	
	Finance	Exp	17-513220	Retirement	90,755	19,868	110,623	
	Finance	Exp	17-513230	Life And Health Insurance	75,003	9,212	84,215	
	City Manager	Exp	12-512120	Salaries - Regular	977,170	(145,773)	831,397	
	City Manager	Exp	12-512210	FICA	71,011	(11,152)	59,859	
	City Manager	Exp	12-512220	Retirement	181,088	(19,868)	161,220	
	City Manager	Exp	12-512230	Life And Health Insurance	95,762	(9,212)	86,550	

FY 25 Budget Amendment #2- Detail - First Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
29	<u>Odor Control & Fats, Oils Grease Additional Expense</u>							
	Sewer	Exp	35-535340	Other Contracted Services	248,213	90,000	338,213	Odor Control and Fats, Oils & Grease Services underbudgeted. Funded with anticipated savings from wastewater processing fees
	Sewer	Exp	35-535432	Sewage Disposal	3,773,373	(90,000)	3,683,373	
							-	
30	<u>Water Main Repair</u>							
	Water	Exp	64-533340	Other Contracted Services	50,000	25,000	75,000	Repair of water main break. Funded by Contingency
	WS Finance	Exp	61-513992	Contingency	250,000	(25,000)	225,000	
31	<u>Miscellaneous Small Water-Sewer Operating Fund Adjustments</u>							
	Service Lines	Exp	63-533541	Education	-	1,500	1,500	Miscellaneous small Water-Sewer Operating Fund adjustments
	Sewer	Exp	35-535341	Uniform Rental/Laundry	4,446	2,000	6,446	
	Water	Exp	64-533140	Salaries - Overtime	1,500	1,000	2,500	
	Sewer	Exp	35-535432	Sewage Disposal	3,683,373	(4,500)	3,678,873	
32	<u>Police IT Hardware</u>							
	Police	Exp	26-521646	Computer Equipment	-	10,000	10,000	Laptops and a PC
	Police	Exp	26-512497	Red Light Camera Service	552,933	(10,000)	542,933	
33	<u>Fleet Management Small Adjustments</u>							
	Fleet	Exp	49-541450	Gas, Oil, Grease	367,000	2,000	369,000	Minor adjustments to Fleet Management expenditures
	Fleet	Exp	49-541341	Uniform Rental/Laundry	1,482	2,500	3,982	
	Fleet	Exp	49-541520	Operating Expense	3,000	1,000	4,000	
	Fleet	Exp	49-541140	Salaries-Regular	149,308	2,118	151,426	
	Fleet	Exp	49-541210	FICA	11,978	(500)	11,478	
	Fleet	Exp	49-541220	Retirement	25,248	(4,600)	20,648	
	Fleet	Exp	49-541230	Life And Health Insurance	21,425	(2,518)	18,907	
34	<u>Town Center Security Services & Repairs</u>							
	Town Center	Exp	62-519461	Repair & Maintenance - Building	30,000	10,000	40,000	Fire alarm repairs and extension of security services for four months. Funded by Finance vacancies
	Town Center	Exp	62-519340	Other Contracted Services	201,000	69,000	270,000	
	Town Center	Trf-In	490-381001	Trf-In To Town Center From Gen Fund	313,483	79,000	392,483	
	General Fund	Trf-Out	19-581926	Trf-Out From Gen Fund To Town Center	313,483	79,000	392,483	
	Finance	Exp	17-513120	Salaries - Regular	808,125	(59,000)	749,125	
	Finance	Exp	17-513210	FICA	62,087	(5,000)	57,087	
	Finance	Exp	17-513220	Retirement	110,623	(8,000)	102,623	
	Finance	Exp	17-513230	Life And Health Insurance	84,215	(7,000)	77,215	

FY 25 Budget Amendment #2- Detail - First Hearing

#	Amendment Details				Budget	Adj	Revised	Comment
35	<u>Record Management & Shredding Project</u>						-	
	City Clerk	Exp	16-512312	Professional Services	141,000	25,000	166,000	Record Management Project - Additional consultant and shredding cost
	City Clerk	Exp	16-512340	Contracted Services	3,500	15,000	18,500	
	Parks & Rec	Exp	72-572130	Salaries - Part Time	272,130	(30,000)	242,130	
	Parks & Rec	Exp	72-572210	FICA	59,687	(3,000)	56,687	
	Parks & Rec	Exp	72-572220	Retirement	106,746	(7,000)	99,746	
							-	
37	<u>Increased Police Off-Duty Service</u>							
	Police	Exp	26-521120	Salaries - Regular	4,804,454	339,348	5,143,802	Additional off-duty service and other miscellaneous adjustments
	Police	Exp	26-521130	Salaries - Part-Time	153,284	(10,000)	143,284	
	Police	Exp	26-521210	FICA	416,736	51,273	468,009	
	Police	Exp	26-521220	Retirement	1,623,155	(105,621)	1,517,534	
	Police	Exp	26-521230	Life And Health Insurance	559,590	(50,000)	509,590	
	General Fund	Revenue	001-342120	Off-Duty Revenue	875,000	225,000	1,100,000	
							-	
38	<u>CRA Payment For Security Monitoring</u>							
	Police	Exp	26-521340	Contracted Services	49,000	119,000	168,000	CRA funding for security monitoring with surplus building up contingency
	Non-Dept	Exp	19-519390	Contingency	1,591,000	31,000	1,622,000	
	General Fund	Revenue	001-366200	CRA Funds to City	95,778	150,000	245,778	
							-	
39	<u>Smart Cover Maintenance</u>							
	Sewer	Exp	35-535340	Other Contracted Services	338,213	35,000	373,213	Telemetry equipment (Smart Covers) annual maintenance contract
	Sewer	Exp	35-535432	Sewage Disposal	3,683,373	(35,000)	3,648,373	
							-	
40	<u>New Media Specialist Position</u>							
	IT	Exp	85-512120	Salaries - Regular	196,015	24,000	220,015	Creation of Media Specialist position in IT
	IT	Exp	85-512210	FICA	14,995	2,000	16,995	
	IT	Exp	85-512220	Retirement	26,717	3,500	30,217	
	IT	Exp	85-512230	Life And Health Insurance	22,794	800	23,594	
	IT	Exp	85-512528	Software Licensing	955,361	(30,300)	925,061	
							-	
41	<u>Sherbondy Park Trail Renovation</u>							
	Safe Neigh CIP	Exp	44-541802	Sherbondy Park Trails	-	82,000	82,000	New project to renovate Sherbondy Park Trails
	Safe Neigh CIP	Trf-In	320-381001	Trf-In To Safe Neigh From Gen Fund	3,161,800	82,000	3,243,800	
	Non-Dept	Trf-Out	19-581320	Trf-Out From Gen Fund To Safe Neigh	3,161,800	82,000	3,243,800	
	General Fund	Fund Bal	001-383010	Use Of Fund Balance	7,151,618	82,000	7,233,618	
							-	
42	<u>Building Repairs & Maintenance</u>							
	Beaut & Bldg Mnt	Exp	39-541461	Building Repair & Maintenance	120,523	35,000	155,523	Ongoing Beautification projects and increased maintenance activities require budget increase.
	Beaut & Bldg Mnt	Exp	39-541120	Salaries - Regular	574,762	(25,000)	549,762	
	Beaut & Bldg Mnt	Exp	39-541210	FICA	44,844	(2,000)	42,844	
	Beaut & Bldg Mnt	Exp	39-541220	Retirement	79,680	(3,500)	76,180	
	Beaut & Bldg Mnt	Exp	39-541230	Life And Health Insurance	105,068	(4,500)	100,568	

Exhibit "A"

FY 25 Budget Amendment #2 Overview - First Hearing

Summary		
<u>Funding</u>		Notes
Revenue / Loans / Grants	\$ 2,779,358	(a)
Use Of Fund Balance	2,461,080	(b)
Total Funding – Excluding Transfers-In	5,240,438	
Transfer-In	2,017,586	
Total Funding	\$ 7,258,024	
<u>Expenditure</u>		
Expenditure -- Excluding Transfers-Out	\$ 5,240,438	(c)
Transfers-Out	2,017,585	
Total Expenditure	\$ 7,258,024	
Notes		

	Thru BA #1	Incr/(Decr)	Bgt. Amend #2
(a) <u>Revenue / Loans / Grants</u>			
2015 Bond Refinancing	\$ -	\$ 3,150,000	\$ 3,150,000
Off-Duty Revenue	875,000	225,000	1,100,000
CRA Payment - Security Monitoring	-	150,000	150,000
Red Light Camera Fines	2,671,724	(900,000)	1,771,724
Special Law Enforcement Seizure Funds	250,000	81,000	331,000
Resiliency Grant	-	45,000	45,000
Hurricane Milton Reimbursement	-	25,000	25,000
SRF Grants	156,184	(156,184)	-
JAG-D Grant	-	28,136	28,136
SRF Loan	24,778	131,406	156,184
Total Revenue / Loans / Grants		\$ 2,779,358	
(b) <u>Use Of/(Addition To) Fund Balance</u>			
General Fund	\$ 7,561,162	\$ (327,543)	\$ 7,233,619
Debt Service	-	2,137,388	2,137,388
Water-Sewer Operating Fund	2,720,975	(99,895)	2,621,080
Stormwater Operating Fund	1,501,970	751,060	2,253,030
American Recovery Plan Act (ARPA)	7,562,422	70	7,562,492
Total Use Of / (Addition To) Fund Balance	\$ 19,552,570	\$ 2,461,080	\$ 22,013,650
(c) <u>Expenditures</u>	Item #		
2015 Bond Principal	12	\$ 3,289,035	
Niles Gardens Drainage Project	17	450,000	
Interest - Solid Waste Suit Settlement	5	273,000	
Increased Police Off-Duty Compensation	37	225,000	
Cairo Lane Design Fees FY 24 Carryover	26	176,387	
Security Camera Service (CRA Area)	37	119,000	
Odor & Fats, Oil & Grease (FOG) Control	29	90,000	
Sherbondy Trails Project	41	82,000	
Evidence Storage Shelves	11	70,000	
Town Center Security Services	34	69,000	
Insurance Deductibles & Legal Services	10	65,000	
Resiliency Study Carryover - Grant Funded	7	45,000	
Leave Payout - Retiring Employee	3	40,000	
Building Repairs & Maintenance	42	30,000	
Police Computers - Grant Funded	25	30,000	
Parks & Recreation Temporary Staffing	23	27,000	
Water Main Break Repair	30	25,000	
Police Overtime - Hurricane Milton Deployment	9	25,000	
Increased Irrigation	14	25,000	
Water Distribution Cross-Connection Maint. Program	18	25,000	
Miscellaneous Additional Small Items		113,693	
Expenditures - Gross - Ex Compensation		\$ 5,294,115	
Compensation		(101,219)	
Savings - Ex Compensation		(485,458)	
Contingency		533,000	
Expenditures - Net		\$ 5,240,438	

FY 25 Budget Amendment #2 First Hearing



May 28, 2025

Overview

Funding

Revenue	\$ (419,000)
Grants	(83,048)
Loans	3,281,406
Use Of Fund Balance	2,461,079
Total - Excluding Transfers-In	5,240,437
Transfers-In	2,017,586
Total Funding	\$7,258,023

Expenditure

Debt Service	\$3,289,035
Other Gross Expenditure	1,951,079
Gross New Expenditure Ex Compensation	5,240,114
Compensation Savings	(52,219)
Other Savings	(480,458)
Contingency	533,000
Total Expenditure	\$5,240,437
Transfers-Out	2,017,586
Total Expenditure	\$7,258,023



Expenditures

2015 Bond Principal	3,289,035	Resiliency Study Carryover - Grant Funded	45,000
Niles Gardens Drainage Project	450,000	Leave Payout - Retiring Employee	40,000
Interest - Solid Waste Suit Settlement	273,000	Building Repairs & Maintenance	30,000
Increased Police Off-Duty Compensation	225,000	Police Computers - Grant Funded	30,000
Cairo Lane Design Fees FY 24 Carryover	176,387	Parks & Rec Temporary Staffing	27,000
Security Camera Service (CRA Area)	119,000	Water Main Break Repair	25,000
Odor & Fats, Oil & Grease (FOG) Control	90,000	Police Overtime - Hurricane Milton Deployment	25,000
Sherbondy Trails Project	82,000	Increased Irrigation	25,000
Evidence Storage Shelves	70,000	Water Distribution Cross-Connect Maint. Program	25,000
Town Center Security Services	69,000	Miscellaneous Additional Small Items	113,693
Insurance Deductibles & Legal Services	65,000	Expenditures - Gross	5,294,115



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING ORDINANCE 07-03 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 28, 2007, the City Commission of the City of Opa-Locka passed Ordinance 07-03, which adopted and approved certain personnel rules, policies and regulations for the City of Opa-Locka, Florida ("City"); and

WHEREAS, the City Commission has previously approved a resolution to adopt and approve a standard operational procedures manual and 2025 revisions to the City's employee manual; and

WHEREAS, the City Commission desires to specifically repeal Ordinance 07-03 of the City of Opa-Locka's Code of Ordinances; and

WHEREAS, the City Commission finds that repealing Ordinance 07-03 of the City of Opa-Locka's Code of Ordinances is in the best interests of the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Repealing Ordinance 07-03 within existing Code.

The City Commission desires to repeal Ordinance 07-03 of the City of Opa-Locka's Code of Ordinances.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Commissioner Santiago	_____ (Yes)	_____ (No)
Vice Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	05.28.2025		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X	Enhance Organizational ☐				
			Bus. & Economic Dev ☐				
			Public Safety ☐				
			Quality of Education ☐				
			Qual. of Life & City Image ☒				
			Communication ☐				
Sponsor Name	Interim City Manager		Department:	City Manager's Office			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA REPEALING ORDINANCE NO. 07-03, WHICH ADOPTED THE PERSONNEL RULES, POLICIES AND REGULATIONS.

Staff Summary:

The City Commission adopted Ordinance No. 07-03, which approved the personnel rules, policies and regulations. After extensive review, the Human Resource Department determined that the handbook was severely antiquated. To ensure all policies and procedures align with the current daily operations, the handbook was revised. In preparation of the approval and adoption of the employee handbook, City Administration recommends the repeal of Ordinance 07-03 and all corresponding language referencing the previous policies, procedures and regulations.

Financial Impact: There is no financial impact.

Proposed Action:

The staff recommends the City Commission approve the recommendation to repeal Ordinance 07-03 adopting the previous personnel rules, policies and regulations.

Attachment:

1st Reading: FEBRUARY 14, 2007
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Sponsored by: City Manager

Ordinance No. 07-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
OPA-LOCKA, FLORIDA ADOPTING AND APPROVING
PERSONNEL RULES, POLICIES AND REGULATIONS ; FURTHER
PROVIDING FOR A REPEALER PROVISION AND SEVERABILITY
CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY
OF OPA-LOCKA, FLORIDA:

RULE I
DESIGNATION

SECTION 1. DESIGNATION: These rules shall be designated and known as the Personnel
Rules and Policies of the City of Opa-locka, Florida

RULE II
ORGANIZATION AND FUNCTIONS
OF PERSONNEL BOARD

SECTION 1. ORGANIZATION: Following appointments to the Board, the members shall elect
one member as Chairman. Such election shall be held each two years thereafter unless a vacancy in
such office shall occur in any such period. The Human Resources Director or designee shall serve as
Chief Examiner and Secretary to the Board.

SECTION 2. The Board shall meet as often as is necessary to fulfill its responsibilities under the
Legislative Act creating it and its own rules; but a regular time of meeting shall be established by
said Board, so that City employees, officials, and citizens shall be informed of the time and place of
meeting of the Board. Three members present shall constitute a quorum and sufficient to conduct the
business of the Board. A majority vote of those members present at a Board meeting shall be
sufficient to make decisions upon matters properly coming before the Board.

SECTION 3. DUTIES OF HUMAN RESOURCES DIRECTOR

The Director of Human Resources shall be authorized and required to perform the following duties:

1. Administer appropriate verbal, written, or computer-based examinations for all new hires in the classified service to determine those qualified to perform the essential duties of the position;
2. Give wide publicity through appropriate channels in each case to all announcements of competitive examinations to the end of encouraging qualified persons to take such examination;
3. Prepare and recommend to the Personnel Board such rules considered necessary, appropriate or desirable to carry out the Personnel Rules ;
4. Prepare, install, and maintain a classification plan based on the duties, authority and responsibility of positions in the City service;
5. Prepare and maintain a pay plan in the City service;
6. Establish and maintain a roster of all persons in the municipal service in which there shall be set forth, as to each officer and employee, (a) the class title of the position held, (b) salary or pay, (c) any changes in class title, pay or status, (d) such other data as may be deemed desirable or useful to produce significant facts pertaining to personnel administration;
7. Certify all payrolls for persons in the classified service. No payment for personal service to any person in the classified service of the City shall be made unless the Human Resources Director, or designee, reviews and signs off on the time cards submitted to payroll certifying that the persons seeking compensation have been appointed and employed in accordance with the provisions of this article;
8. Develop and establish training and educational programs for persons in the classified service;
9. Investigate periodically the operation and effectiveness of the personnel department and the Personnel rules and report annually any findings and recommendations to the City Manager.
10. Perform such other and different lawful acts and functions as may the Human Resources Director shall have no vote in the determinations of the Board.

SECTION 4. MATTERS BEFORE THE BOARD

Any individual or group that has any matter that requires or may require the attention of the Board shall first confer with the Human Resources Director who shall make the necessary arrangements to bring the matter before the Board in its regular session.

RULE III RECORDS OF THE BOARD

SECTION I. MINUTES: The Human Resources Director shall keep a minute record of the official proceedings of the Board, which shall record the following matters:

- (a) Results of examinations.
- (b) Certifications from eligible registrants.
- (c) Exemptions from competitive examinations in the case of special or exceptional appointments.
- (d) Transfers from one department to another.
- (e) Provisional appointments.
- (f) Probationary appointments.
- (g) Temporary Appointments.
- (h) Appeals from removal, reduction in pay or rank, suspension or layoff.
- (i) Leaves of absence.
- (j) Resignations.
- (k) Changes in position classification, or the official class specification of individual employees.

SECTION 2. ROSTER OF EMPLOYEES: The Human Resources Director shall maintain a roster showing the names, titles and rates of pay of all employees in the classified service. No payroll for the payment of wages or salaries to any person in the Classified Service shall be made unless such payroll shall be certified or approved for payment by the Human Resources Director, that each name appearing on the list as occupying a position in the classified service has been placed on the official roster in accordance with the provisions of these rules.

SECTION 3. OTHER RECORDS: The Human Resources Director shall oversee the maintenance of position classifications, efficiency records, files of examination papers, payrolls, correspondence, and other matters pertaining to the Department of Human Resources. The examination papers of candidates who have qualified shall be preserved until the expiration of the eligible register on which their names appear, but the examination papers of candidates who failed to qualify may be destroyed after the expiration of one year from the date of announcement of the results of the examination.

SECTION 4. INFORMATION FROM EMPLOYEE PERSONNEL FILES:

Employee personnel files are considered records of the Personnel Board. Individual employee Personnel files shall not be open to inspection by the general public except as required by law. In the presence of the Board, the Human Resources Director, or other authorized employee of

the Human Resources Department, employees and former employees may review the contents of their personnel files and request copies. Employees will be charged a nominal fee for copies.

Information shall be furnished to prospective employers by the Human Resources Department only. Department heads and others receiving such inquiries on former employees shall send the request to the Human Resources Director.

Prospective employers may be informed as follows:

1. Period of service rendered.
2. Titles of positions held and final salary rate.
3. Date of separation.

RULE IV

SECTION 1. PLAN: The Human Resources Director shall prepare, install and maintain a classification plan based on the duties, authority and responsibility of positions in the classified service. No person shall be employed or regularly assigned to work under any title not appropriate to the duties to be performed. This classification plan shall be open to public inspection.

SECTION 2. POSITIONS TO BE ALLOCATED TO CLASSES: Each position in the Classified Service shall be classified by the Board upon recommendation of the Human Resources Director. Allocation of any position to its appropriate class shall involve the adoption of the same class title for all positions in the same class in payroll records, in requisitions to the Board for certification of eligibility, and in all similar employment processes.

SECTION 3. CLASSIFICATION OF NEW POSITION: Whenever a new classified position is established, or the duties of existing positions are so changed that in effect the old position, as described by the class specification no longer exists, but in its place there is created a new position at a different class, the Human Resources Director shall report such fact to the Board and provide a comprehensive statement of the circumstances with a description of the duties. The Board shall investigate the actual or suggested duties and qualifications or requirements and classify or reclassify the position by allocating it to its appropriate class in accordance with the classification plan.

SECTION 4. RE-CLASSIFICATION OF POSITIONS: The Board or the Human Resources Director reserves the right, whenever it is necessary, to voluntarily investigate any position, and if the findings warrant, to propose a change in classification. The Board shall obtain from the Human Resources Director and/or the employees involved in the investigation, their own statements of new duties and responsibilities of the position. Thus, both the Human Resources Director and the affected employees shall have the opportunity to be heard before the revision in classification of the particular position is approved by the Board. Whenever the allocation of a position to new or different class has been authorized, the Board, after conferring with the Human Resources Director, shall determine if the incumbent shall continue to hold the position under the revised classification either with or without further examination. All changes in the classification or employees shall be recorded in the minute book of the Board.

SECTION 5. AMENDMENT OF CLASSIFICATION PLAN: The Board from time to time, if deemed necessary and after conferring with the Human Resources Director, shall establish new classes, abolish, merge, or divide existing classes, and amend the class specifications to meet changing conditions.

RULE V.

ENTRANCE EXAMINATION APPLICATIONS

SECTION 1. NOTICE:

- (a) Notice of competitive entrance examinations shall be given not less than fifteen (15) days prior to such examinations by advertisement in a newspaper of general circulation in Opa-locka, or by posting the announcement in conspicuous places and by sending copies of the notice to all department or division heads.
- (b) The announcement shall include the date of examination, the place of examination, final date for filing application and minimum qualifications required.
- (c) The Human Resources Director is authorized to give examination to all qualified applicants with the understanding that such application and examination shall be subsequently certified by the Board.

SECTION 2. APPLICATION PERSONAL: The application form furnished by the Human Resources Department must be completed personally by the applicant with or without reasonable accommodation. Thirty days must have elapsed before the applicant can be tested for the same position previously failed.

SECTION 3. CITIZENSHIP: Applicants must be authorized to work in the United States and shall sign the following oath of allegiance before certification for employment.

(SEAL)
THE CITY OF OPA-LOCKA, FLORIDA

I, _____ do solemnly swear or affirm that (1) I have not paid or offered or promised to pay any money or other item of value to any person, firm or organization for the use of influence to procure my appointment; (2) I will take responsibility for the knowledge of the Personnel Rules and will observe the provisions of the Personnel Rules and any other rules or laws of the City of Opa-locka concerning political activity or political assessments. I do further certify that all statements made on my application for employment are true, complete, and correct to the best of my knowledge.

(Signature of Applicant)

Subscribed and sworn before me this _____ day of _____
this _____ day of _____ at _____ State of _____

Signature of Official Administering Oath

SECTION 4. REQUIRED RESIDENCES: Residents of Opa-locka will be given a ten (10) point preference, upon proof of at least six (6) months residence prior to submitting an employment application.

SECTION 5. CONTENTS OF APPLICATION FORM: Applications shall be made on forms provided by the Human Resources Department . Such forms shall require information covering experience, training, and other relevant information as may be requested on the examination announcement. No question or item on the application form, however, shall relate to the religious or political affiliations or opinions of applicants, and no information with respect to such matters shall be considered.

SECTION 6. REJECTION OF APPLICATION: The Board may refuse to examine, or after examination, may decline to certify as eligible for employment any applicant for the following reasons:

- (a) Has, within the thirty days prior to date of examination, failed to attain a passing grade in an examination for the same or a like position.

- (b) Absence of any of the established preliminary requirements for the examination or the position applied for.
- (c) Does not meet the physical requirement of the position sought.
- (d) Is addicted to the excessive use of drugs, or intoxicating beverages.
- (e) Has been convicted of a crime or of dishonorable conduct that would prevent the applicant from working in the position for which the applicant applied.
- (f) Has been dismissed from previous employment for flagrant delinquency or misconduct; or has resigned after charges have been brought in accordance with the City Charter, or has been or may be, subsequently dismissed upon such charges.
- (g) Has made a false statement with regard to any material fact in the application.
- (h) Failed to report promptly after receiving notification of time and place of examination.

SECTION 7. POSTPONEMENT AND CANCELLATION OF EXAMINATIONS:

Any examination may be postponed or cancelled at the discretion of the Human Resources Director. In either case each applicant shall be notified and this action, together with the cause, reported to the Board for entry in the minute book.

SECTION 8. APPLICATION FOR UNSKILLED LABOR:

- (a) The Board shall provide an appropriate form of application for unskilled labor service, and the candidates shall complete the form.
- (b) The Board, as it may deem advisable, may require oral and practical examinations and shall adopt methods to verify the statements in the application.
- (c) The names of those who have met the requirements and have passed the examination shall be placed on the proper eligible register in the order in which their applications have been approved and grades made in the examination.
- (d) Applicants found by the Board to be unfit, or who in any way are disqualified from performing the service for which they seek employment, shall not be entered on the register, or if already certified shall be removed there from and the reason shall be endorsed on the application.

RULE VI ENTRANCE EXAMINATIONS

SECTION 1. EXAMINATIONS TO BE PUBLIC: All entrance examinations shall be public, competitive, and open to all persons who possess the minimum qualifications requirements as established by the Board, and have not failed to obtain a passing

grade in an examination for the same or a like position during the past thirty (30) days. No applicant shall be permitted to take any one examination more than three (3) times.

SECTION 2. EXAMINATIONS TO BE PRACTICAL: All tests shall be practical in character, shall relate directly to those matters which will fairly determine the relative capacity of the person examined to discharge the particular duties of the class of position to which appointment is sought, and shall, when appropriate, include tests of physical qualifications, health and manual skill after a conditional job offer is made.

SECTION 3. CONTENTS OF EXAMINATIONS: The fitness tests held to establish a list of eligible for any class shall consist of one or more of the Following parts:

- (a) Written test. This part, when required, shall include a written demonstration designed to show familiarity or competitors with the knowledge involved in the classes of positions to which they seek appointment, their ability to express themselves either orally or in writing, by use of the English language, the usage of their general information, or their general educational attainments.
- (b) Interview. This part, when required, shall include a personal interview with competitors for classes of positions where ability to deal with others, to meet the public, or other personal qualifications are to be determined. An oral test may also be used where a written test is unnecessary or impractical.
- (c) Performance Test. This part, when required, shall include such test of performance or trade as will determine the ability and manual skill of competitors to perform the work involved.
- (d) Physical Test. This part, when required, shall consist of a test of bodily condition, muscular strength, agility, and physical fitness to meet minimum requirements.
- (e) Psychological Test. This part, when required, shall include any test to determine mental alertness, the general capacity of applicants to adjust their thinking to new problems and conditions

of life, or to ascertain their special character and aptitudes.

- (f) Training and experience. This part, when required, shall be marked from the statements of education and experience contained in the application form or from such supplementary data as may be required. The Human Resources Director, may investigate the truth of an applicant's statements as to training and experience, and govern the rating accordingly. Upon the request of the Board, it shall be the duty of the director of the department to furnish a specific and comprehensive statement in writing showing the requirements of the position, and this statement may be the basis of the examination under consideration.

- (g) Medical Examination. This test may be required after the applicant receives a conditional job offer to determine that the applicant is physically capable of performing the essential duties of the position and be free from such effects or diseases that would constitute employment hazards to themselves or endanger the safety or welfare of fellow employees or others.

RULE VII

PROMOTIONAL EXAMINATIONS

SECTION 1. RESTRICTIONS ON PROMOTIONAL EXAMINATIONS:

Promotional examinations shall be competitive, and open only to all permanent employees legally appointed in the classified service who have completed a probationary period as established by the Board in a class or rank previously declared by the Board to involve the performance of duty in the class or rank for which the promotional examination is held.

Exception: Employees will not be eligible to participate in a promotional examination who have, within the six months period immediately preceding the date of the examination, failed to obtain a passing grade in an examination for the same or a like position.

SECTION 2. PROMOTIONAL EXAMINATION DEFINED:

The term "Promotional Examination" signifies fitness tests to determine the relative standing of applicants for positions in a specified class. A promotional examination may include employees in

specified classes in all departments, or only in the department for which the eligible register is being established, as determined by the Board. No employee shall be deemed eligible for a promotional examination whose last performance evaluation rating was lower than the passing grade prescribed by the Board.

SECTION 3. ANNOUNCEMENT OF PROMOTIONAL EXAMINATIONS:

Examinations for promotions shall be conducted as often as necessary. Notices shall be posted in the Human Resources Department and shall be sent to all department heads at least fifteen (15) days prior to the date of examination. It shall be the duty of every department or division head employing those employees who are eligible for promotional examinations to ensure that they are directly notified or have access to such announcements.

SECTION 4. APPLICATION FOR PROMOTIONAL EXAMINATIONS:

Each eligible applicant who cares to compete for promotion must fill out the prescribed application for promotion and present it to the Human Resources Department on or before the closing date specified in the official announcement of the examination. The applicant must be able to read and write and must complete a new application unless the Board decides that a new application is not necessary.

SECTION 5. CHARACTER OF PROMOTIONAL EXAMINATIONS:

All promotional examinations shall be practical in character and shall relate directly to matters which will fairly test the relative capability of the person examined to discharge the particular duties of the class of position to which promotion is desired. The promotional examination shall consist of one or more of the following parts:

- a. Performance evaluations: Employees seeking promotions must have received at least a satisfactory rating on their last two performance evaluations.
- b. Psychological Test. This part, when required, shall only be conducted after a conditional job offer has been made. This will include any test to determine the applicant's intelligence, general capacity to adjust his thinking to new problems and conditions of life, and to discover his special character traits and aptitudes.
- c. Written Test. This part, when required, shall include a written demonstration designed to show the competitor's familiarity with the knowledge necessary in the class of position sought, ability to use English, range of general information, and educational attainments. If advisable, a formal thesis upon one or more subjects may be required.

d. Practical Performance Test. This part, when required, shall include such test of intellectual performance or mechanical skill as shall determine the competitor's particular ability to perform the work required.

e. Seniority. Credit for seniority shall be given only for actual continuous service in the grade from which promotion is sought according to the following table:

For the first six (6) months.....	0
For each full month of the second	
Six (6) months.....	1/2
For the second full year.	3
For the third full year	3
For the fourth full year.....	2
For the fifth full year.....	2
For the sixth full year.....	2
For the seventh full year.....	2
For the eighth full yea.....	2
For the ninth full year.....	2
For the tenth full yea.....	2
For each additional year of service after ten (10) years, maximum fourteen (14) years.....	1/2

f. Oral Interview. This part, when required, shall include personal interviews with competitors for classes of positions where ability to deal with others, to meet the public, or other personal qualifications are to be determined. An oral test may also be used where a written test is unnecessary or impracticable.

g. Physical Test. This part, when required, will occur only after a conditional job offer has been given. The test shall consist of a test of bodily condition, muscular strength, agility, and physical fitness. This may be used in excluding from further examination applicants who do not measure up to the minimum standards required.

h. Medical Examination. This part, when required, will occur only after a conditional job offer has been given. The examination is to determine that the applicant is physically capable of performing the essential duties of the position and be free from such defects or diseases that would constitute

employment hazards to themselves or endanger the safety or welfare of fellow employees or others.

RULE VIII
CONDUCT OF EXAMINATION

SECTION 1. CONDUCTING EXAMINATIONS:

- a. The actual conduct of every examination shall be under the direction of the Human Resources Director , the Board, or its designated agents, free from interference or participation or influence of any person other than the examiners or experts employed by the Board. The Board is authorized to employ whatever assistants or experts it may need and shall exempt from examination under these rules any person engaged in private business who renders any professional, scientific, technical or other service of an occasional or exceptional character.
- b. The schedule of subjects and grading weights determined by the Board shall be recorded in its minute book. When not determined by the Board, the subjects and weights shall be determined by the Human Resources Director and approved by the Board.
- c. Whenever in its judgment the interest of the public service requires it, the Board shall have the power to order a re-examination of applicants for any position, and it also may correct, amend, or revoke any schedule, eligible register, or other paper or record when an error has been made or an injustice done, or remove from a register the name of any person who has become incapacitated or unfit for appointment, or whose appointment would be adverse to the public interests. Whoever is affected by said alterations and cancellations shall be notified by mail and the actions duly recorded in the minute book of the Board.
- d. After the adoption and filing of the report of a competitive examination, the Human Resources Director will inform candidates by mail as to their grade. The candidates receiving notice, if they wish , may in person or have an authorized agent inspect the results of the examination in the presence of the Human Resources Director or any member of the Board. Under no conditions will the questions and answers be subject to review by anyone other than a member of the Board or the examining staff. (This rule is mandatory in order to comply with the requirements of test material publishers and test exchanges.) In the event that the examinee believes his grading was unjust, he may within ten (10) days after said notice of his rating was mailed to him appeal to the Board, specifying in detail the reasons for his complaint. If, after due consideration, the Board agrees that the complaint is justified, it will direct correction of the marking or grading of the said examination papers. All appeals must be in writing.
- e. Other than the applicant or his duly authorized agent, no one shall be given

permission to review the results of an examination without the authority of the Board.

- f. Before proceeding to answer the questions in the examination, the applicant shall complete and sign an identification sheet and whatever information may be required, enclose and seal it in the official envelope which shall bear the examinee's identification number. All examination papers turned in by the candidate shall have at the top the same identification number. At the close of the examination all identification envelopes shall be placed in a sealed package and shall not be opened until all the papers have been graded. Any papers bearing the name of the examinee or any other mark to identify him or her shall be rejected and the candidate notified accordingly.

SECTION 2. METHOD OF RATING EXAMINATIONS:

Passing grades for each examination shall be established by the Board. The names of applicants receiving a passing grade shall be posted in the office of the Board and entered on the appropriate eligible register. The grade of any applicant failing to qualify shall not be made public. No applicant will be allowed to see the results of the examination after thirty (30) days have elapsed following the approval of the result list by the Board, except upon appearing before the Board and showing cause why the said privilege should be allowed.

SECTION 3. MINIMUM GRADE FOR EACH SECTION:

The Human Resources Director may, with the approval of the Board, determine the minimum grade for any test or part of an examination. A candidate who does not attain this minimum grade shall be considered to have failed in the examination and shall not be examined on any other parts, if any are planned.

SECTION 4. VETERAN'S PREFERENCE:

In certification for appointment, in appointment, in reinstatement, in reemployment, and retention in position, preference shall be given to:

- a. (1) Those ex-service men and women who have served on active duty in any branch of the Armed Forces of the United States and who have been separated there from under honorable conditions and who have established the present existence of a service - connected disability, which is compensable under Public Laws Administration, or who are receiving compensation, disability retirement benefits, or pension by reason of Public Laws administered by the United States Veterans Administration or Department of Defense; and
- (2) Those ex - servicemen and women who have served

active duty in any branch of the Armed Forces of the United States during any war, or in any campaign or expedition (for which a campaign badge has been authorized), and have been separated there from under honorable conditions.

- b. In all examinations to determine the qualification for entrance into the service, ten (10) points shall be added to the earned ratings of those persons included under Section 4a (1) and five (5) points shall be added to the earned ratings of those persons included under Section 4a (2), provided that such points shall be added only to earned ratings which are equal to or greater than the minimum rating for qualification as announced by the Board; the names of preference eligibles shall be entered on an appropriate register or list of eligibles in accordance with their respective augmented ratings, and the name of preference eligibles shall be entered ahead of all others having the same rating, provided however, that except for positions in professional and scientific services for which the entrance salary is over \$18, 000 per annum, the names of all qualified ten – point preference eligibles whose service – connected disability has been rated by the Veterans Administration to be thirty (30) percent or more shall be placed at the top of the appropriate register in accordance with their respective augmented ratings.
- c. Where an employee has been honorably discharged and has been reinstated in his former position, upon his first examination to determine his qualifications for promotion, ten (10) points shall be added to the earned ratings of those persons included under Section 42 (4). The Board has interpreted this to mean the first promotional examination after return to duty from military service and since June 6, 1947, the date of passage of this Act by the Legislature of the State of Florida.
- d. The Board shall require such documentary proof as necessary to establish preference as mentioned above.

RULE IX

ENTRANCE ELIGIBLE REGISTER

SECTION 1. ESTABLISHMENT OF REGISTERS: From the results of each examination, the Board shall prepare and keep open for public inspection and Eligible Register of the persons whose average ratings is not less than the passing grade, and who are otherwise qualified for appointment. Eligible applicants shall be notified of their rating and shall take rank on the eligible register in the

order of their relative grades, beginning with the highest rating (Veteran's preference being complied with beforehand). Whenever two or more persons make the same grade, the applicant filing first shall be placed ahead of others making the same grade. Whenever it becomes necessary to hold another similar examination in order to obtain additional eligibles, the Board may consolidate the existing registers of the same class by rearranging the names according to the grades made in the last examination. All persons on the registers to be merged with the new one shall have the opportunity to better their grade by forfeiting present grade and taking the latest examination, provided said persons can meet the qualifications required for the new examination.

SECTION 2. DURATION OF REGISTER: The term of eligibility of each register and of the names appearing thereon shall be fixed by the Board at not less than one (1) year nor more than two (2) years. Any register that has been in effect for more than one (1) year may be abolished at any time by the Board. Eligibles on the register at the time shall be notified of such action.

SECTION 3. REMOVAL FROM REGISTER: The name of any person appearing on an eligible register may be removed for the following reasons:

- a. By appointment in the classified service.
- b. By request of applicant in writing.
- c. Failure to report or arrange for an interview with the appointing authority within three (3) days after the time of certification (Sunday and holidays excepted).
- d. Failure to respond to a notice from the Board
- e. Declining an appointment without satisfactory explanation to the Human Resources Director or the Board.
- f. An eligible who has declined an appointment on the ground of insufficiency of salary offered shall not thereafter be certified for any position at the same or less salary, and his name shall be removed from the register. The said eligible shall be notified to this effect unless his whereabouts are unknown. To be reinstated on the eligible register, the said person must satisfactorily explain to the Human Resources Director the circumstances which caused the removal.
- g. Disqualification of Eligibles. If, after creating an eligible register, the Board has reason to believe a person enrolled has become disqualified for appointment because of errors discovered in computing the examination grade, or because of a false statement made in the original application, or for other valid reasons, then the said person shall be notified and given the opportunity to be heard. If said person shall fail to appear at the hearing when set by the Board, the name of the said person shall be removed from the eligible register.
- h. Change of Address. Every person on the eligible register shall file with the Board written notice of any change of address; failure to do so may justify removal of name from the register.

- i. When an eligible certified for appointment shall fail to accept said offer made by mail or otherwise within the four (4) business days succeeding the notice of appointment, he or she shall be deemed to have declined the appointment, and his or her name shall be removed from the eligible register. If, however, it shall be made to appear to the satisfaction of the Board, within thirty (30) days after giving such notice, that the said person unavoidably and without fault on his or her part prevented from accepting said appointment, the name may be restored to its proper position on the eligible register. When an eligible certified for permanent employment refuses twice to accept a position, his or her name may be removed from the eligible register.

SECTION 4. WAIVER OF RIGHT TO CERTIFICATION: No person whose name is on the eligible register may waive right to certification or appointment without being removed from the said register except for the following reason stated in writing to the Board:

Temporary inability, physical or otherwise, to accept the position offered, the proof of which shall be acceptable to the Board. The Board shall enter upon its minutes the reason for its action in each case, and the waiver shall not continue in effect for a longer period than thirty (30) days from the date of certification without a special vote of the Board. The appointing authority shall forward to the Board, with the notice of appointment, copies of all correspondence to and from the person declining the said appointment

SECTION 5. REVOCATION OF ELIGIBLE REGISTER: An eligible register may be revoked and another examination ordered when the Board shall deem it advisable either because of errors discovered, fraud committed, or inappropriate standards prescribed for any examination. All persons named on the revoked register shall be given the opportunity to take the next examination for establishing a new register. No existing eligible register shall be altered or revoked by action of the Board.

RULE X PROMOTION ELIGIBLE REGISTER

SECTION 1. ESTABLISHMENT AND POSTING OF REGISTER:

From the results of each promotional examination, the Board shall prepare and keep open for public inspection an eligible register of the persons whose average rating is not less than the passing grade and who are otherwise qualified for appointment. Said persons shall be notified of their rating and shall take rank on the eligible register in the order of their relative grades, beginning with the highest rating

(Veteran's preference being complied with beforehand). Whenever two or more persons make the same grade, the employee with the most seniority shall be placed ahead of others who made the same grade. If a tie still exists, then the one filling the original work application first shall be placed ahead of the other.

SECTION 2. DURATION OF REGISTER:

The term of eligibility of each register and of the names appearing thereon shall be fixed by the Board at not less than one (1) year or more than two (2) years. Any register that has been in effect for more than one (1) year may be abolished at any time by the Board. Eligible on the register at the time shall be notified of such action.

SECTION 3. REMOVAL FROM REGISTER:

The name of any person appearing on an eligible promotional register may be removed for the following reasons:

- a. By promotion to the position for which examined.
- b. By request of applicant in writing.
- c. By declining a promotion without satisfactory explanation to the Human Resources Director or the Board.
- d. If, after creating an eligible register, the Board has reason to believe a person enrolled thereon has become disqualified for promotion because of errors discovered in computing the examination grade, or because of a false statement made in the original application, or for other valid reasons, then the said person shall be notified and given the opportunity to be heard. If said person shall fail to appear at the hearing when set by the Board, or after being heard fails to convince the Board, the name of the said person shall either be passed or removed from the eligible register.

SECTION 4. REQUEST FOR CERTIFICATION:

Whenever a department director or other City employee shall request a certification from the Human Resources Director for promotion to any position in the competitive class, the Human Resources Director shall specify the title and compensation for such position so that certification may be made from the proper eligible register.

SECTION 5. CERTIFICATION AND SELECTION: The Human Resources Director as soon practicable, shall certify from the appropriate eligible register for each vacancy the name and examination grade of the person who stands highest on the register. Only under unusual conditions, satisfactory to the Board, shall the name of an eligible be passed over. Under these circumstances, the Board shall certify the name of the next highest on the register. Requests of this nature shall be submitted in writing by the department director giving specific reasons for selection of an eligible by passing over an eligible whose standing is higher on the register. Employees whose names are passed under provisions outlined in the proceeding paragraph shall be notified in writing and shall have the right of hearing before the Board. The request for a hearing must be presented to the Board within five (5) days of the date of the notice of anticipated action.

SECTION 6. WAIVER OF RIGHT TO CERTIFICATION: Whenever a department director indicates to the board that an employee whose name is on a promotional register desires or is willing to waive his right to promotion, it shall be necessary for this employee to come before the Board in person and indicate this willingness or desire. It shall be contrary to these rules for anyone in a supervisory capacity to attempt to influence an employee to waive his right to promotion. Any employee whose name is on a promotional register, and who has registered a desire or willingness to waive his right to promotion on two different occasions, will be further considered for promotion only to vacancies appearing in the department in which he is employed.

RULE XI COMPETITIVE CLASS APPOINTMENTS

SECTION 1. FROM ELIGIBLE REGISTER: Each vacancy in the classified service not filled by promotion, transfer, reinstatement or reduction, shall be filled by appointment from the eligible register established for the particular position. Appointments shall be made to, or employment shall be given in, all positions in the competitive class by selection of persons certified on the most nearly appropriate eligible register resulting from open competitive examination held by the Board except as herein otherwise provided.

SECTION 2. REQUEST FOR CERTIFICATION (Requisition): Whenever a department director or other supervisory employee shall request certification from the Human Resources Director for appointment to or employment in any position in the competitive class, the department director shall specify the title and duties for such position, so that certification may be made from the proper eligible register, or, when necessary, a proper eligible register may be prepared as the result of an open competitive examination held for that purpose.

SECTION 3. CERTIFICATION AND SELECTION (THIS DOES NOT REFER TO PROMOTIONS):

The Human Resources Director or the Board, as soon as practicable shall certify from the appropriate eligible register the ten (10) persons who stand highest thereon, giving their names, address and examination grades. Whenever a group of ten (10) eligibles is certified, one of the candidates must be appointed to the position under consideration. Eligibles not selected shall be returned to the register in accordance with their relative grades. Such eligibles shall be recertified in groups of ten (10) eligibles and if not appointed, may be considered at the total of four (4) times and then removed from the eligible register. Eligibles considered for appointment and not selected will not be recertified to the same department after two (2) considerations. If more than one vacancy exists certification shall be made in a number sufficient to fill the vacancies. Eligibles so certified shall be considered for appointment in groups of ten (10) eligibles. Selection will be made in accordance with the foregoing procedures.

SECTION 4. PROBATIONARY APPOINTMENTS:

Appointments in each department shall be deemed complete, following a period of probation or

working test period of 90 days, at which time a performance rating shall be submitted. Such probationary employee may be discharged or reduced in rank at any time within said period, on recommendation of the director of the department and upon receipt by the Board of a statement in writing, within three (3) days from date of such action, from the director of the department outlining specific reasons for such action against the employee. Dismissals which have the approval of the board are final and the probationers dismissed are restricted from taking further examination, except by special ruling of the board.

SECTION 5. ABSENCE OF ELIGIBLE REGISTER:

In the absence of an eligible register and whenever there are urgent reasons for filling a vacancy in any position in the competitive class, the Human Resources Director may nominate a person to the Board for appointment as follows:

- a. Provisional Appointment – To appoint provisionally with the understanding that the nominee shall be required to pass a competitive examination, and his continuance in said position shall depend on his standing on the eligible register of said examination. Provisional appointment shall not exceed ninety (90) days and shall not continue more than ten (10) days after creation of said eligible register. Appointment may be made of an applicant who is believed to have all the qualifications for the position but who has not yet met all requirements which have been established by the Board. For a provisional appointee who passes an examination and appointed to the position, the probationary period shall be 90 days less time worked during the last provisional appointment.
- b. Temporary appointment. A temporary appointment may be made for a specific period of not more than ninety (90) days for a special project, or to replace an employee on leave of absence. The appointee may hold the position until a competitive examination shall establish an eligible register.

SECTION 6. CHANGE OF STATUS: No employee shall appoint, engage, employ, or promote any subordinate officer or employee in the classified service, or in any way change the official status of any such officer or employee, except in accordance with these rules, and no such appointment, engagement, employment, promotion, or other change of status made in contravention of any provision of these rules shall be valid.

SECTION 7. CHANGE OF STATUS - UNCLASSIFIED SERVICE: Any employee who holds a rank in the classified service and is appointed by the City Manager or the City Commission as director of a department, or to any other position not in the classified Service, shall be returned to the rank from which said employee has been promoted upon personal request of the employee, if the classified position has not been filled. Any employee in the classified service who accepts an appointment to an unclassified position shall retain his civil service status for a period of 90 days from the date when he assumes the duties of the unclassified position. If, at that time, he still holds the unclassified position, he must exercise the option of returning to his classified position or giving up his status on the classified rolls. Any classified employee who has held such unclassified position for a period of ninety (90) days preceding the passage of this section must immediately upon its

adoption exercise the above option. No seniority credits shall accrue to said employee while assigned to the said position, but he shall retain his previous seniority record and continue it when returned to his former rank.

However, nothing in this section shall be construed to deprive such employee, if serving in the same field of work, from taking promotional examinations and if qualified, receiving promotion in due course.

SECTION 8. INVESTIGATIONS REGARDING ABUSES: Whenever the Board has reason to believe that these rules have been violated by the abuse of power in recommending or making an appointment to any position, or in a lay –off, demotion, suspension, or removal without justification, it shall be the duty of the Board to investigate. If in making this investigation the Board shall find that said violations were contrary to the intent and spirit of these rules and regulations, it shall make a report of its findings to the City Manager, and when necessary, to the City Commission.

SECTION 9. NOTICE IN WRITING: Immediate notice in writing shall be given by the department director to the Human Resources Director of all appointments (permanent, provisional, and temporary), transfers, promotions, resignations, suspensions and vacancies from any cause, and the date thereof, and a record of same shall be kept by the Board. Whenever a new position is created or an old one abolished or consolidated with another of different classification, or the compensation changed, the department director interested shall immediately report same in writing to the Human Resources Director.

SECTION 10. FINGERPRINTS: Fingerprints will be taken of all Civil Service personnel, including all classified and unclassified, as required by Ordinance No. 812, dated May 26, 1966.

RULE XII NON – COMPETITIVE CLASS APPOINTMENTS

SECTION 1. AUTHORITY TO FILL POSITIONS: Positions in the non – competitive class may be filled by the City Manager, or the Human Resources Director as follows:
Persons selected for appointment must complete the regular application together with proof of education, training, experience, ability, and character, as the Board may require and investigate. When the Board has determined to its satisfaction that the position falls in the non – competitive class and the persons under consideration are properly qualified for employment, it shall so advise the Human Resources Director and the appointment shall be made. If, on the other hand, the applicant is not eligible for appointment, the City Manager or the Human Resources Director shall make another selection in the same manner as previously noted.

RULE XIII

APPOINTMENTS IN LABOR CLASS

SECTION 1. REQUISITIONS: The department director or other supervisory employee when making requisitions for laborers shall designate the number required. The Human Resources Director shall select from the labor register double the number of laborers called for and request them to report at the time and place designated by the department director, sending him a list of the laborers notified, arranged in the order of their position on the register, for selection.

SECTION 2. LABOR REGISTER: A copy of the labor register shall be furnished to the department director requiring this class of help, and said department director shall employ only the laborers named on said register, making his selection as nearly as possible to their standing on the said register. Immediately after employment, the department director shall notify the Human Resources Director in writing of the selections, giving their names, addresses, and registration numbers. If any laborers duly enrolled on said register are not given employment when their turn comes, the department director shall immediately notify the Human Resources Director in writing the reason for such omissions. Persons holding positions in the labor class and who were at the time of registration permanently employed, may retain their positions without further registration.

SECTION 3. RE – EMPLOYMENT: Persons holding positions in the Labor class whose employment has been discontinued by reason of the completion of the work or its temporary suspension, may be re – employed within one (1) year upon resumption of work, provided the department director had certified them to the Board when they were previously laid off.

SECTION 4. RETENTION ON REGISTER: Any person not selected but still in good standing shall remain on the labor register. Any person whose employment has been terminated for reasons other than failure to work, incompetence, or physical or moral disqualifications, shall be restored to the register in the order of lay –off.

SECTION 5. LACK OF REGISTER: In the absence of an eligible register of laborers, or in emergency when it is impossible to wait until the persons on the register can be notified, the department director requiring the help may make a selection from any laborers immediately available, in which event the names, addresses, nature and probable duration of employment with rate of pay shall be reported to the Board.

RULE XIV ABOLISHMENT OF POSITIONS

SECTION 1. DISPOSITION OF ENROLLEES: Whenever a position is abolished, the person who held said position shall be transferred by the Board to the head of an appropriate eligible register for a period not to exceed one (1) year, and Comply with Rule XVII, Section 1.

SECTION 2. ABOLISHED POSITION REVIVED: Should it be found advisable to revive or recreate a formerly abolished position within one (1) year from the date of its abolishment, the last incumbent of the original position shall be entitled to the new position, provided the employee was a regular, full-time employee at the date of separation.

RULE XV PROMOTIONS

SECTION 1. PROMOTION POLICY: It shall be the policy of the Board to fill all vacancies in the higher positions in the classified service by promotion or advancement of qualified employees from the lower classifications in the same group, insofar as the Board determines that such action is in the best interests of the service.

SECTION 2. PROMOTIONS WITH NON – COMPETITIVE EXAMINATIONS:

In exceptional cases, the Board may authorize promotion by the applicant passing a non-competitive examination upon presentation by the department director of a written statement showing that the duties performed by the employee nominated are a natural preparation for the higher position, that such person is entitled to promotion by reason of service and effective performance, and that no other employee of the department meets the foregoing conditions, such statement having been accepted by the Board.

SECTION 3. TEMPORARY PROMOTIONS: An emergency, interim, or temporary appointment from a lower to a higher position made necessary by reason of illness, disability, or other cause for absence of the regular employee, may be authorized without examination by the Board upon written request with full information from the department director. Promotions will terminate with the return of the regular employee, and all circumstances shall be recorded by the Board in its minutes.

SECTION 4. REPORT FROM DEPARTMENT DIRECTOR: To enable the Board to properly grade applicants for promotion in accordance with their past service record and performance rating, it shall have the right to call on the department director for a report on each applicant, giving full information as to ability and general qualifications to fill the higher position. The Board, or its duly authorized representative, shall have the right to inspect the operational records of said department director to facilitate the promotional examination.

SECTION 5. POLICE PROMOTION: Employees of the Department of Police, engaged in general duty police work in the prevention of crime, the enforcement of laws, investigation of

criminal offenses, and related police problems, shall be considered eligible to take a promotional examination after completion of two years of continuous satisfactory service in the lower ranks, following certification to that rank by the Board.

RULE XVI TRANSFERS

SECTION 1. INTER – DEPARTMENTAL TRANSFERS: Any employee in the classified service who has served the required probationary period may be transferred with the approval of the Board from a position in one department to a position of the same class in another department, upon approval of the heads of the two departments concerned and with the consent of the employee to be transferred, without having to serve an additional probationary period. Nothing herein shall be construed to interfere with the right of the City Manager to assign or reassign employees within a given class among the various departments under the City Manager's control as deemed in the best interests of the service, irrespective of consent of employee assigned.

SECTION 2. ASSIGNMENT TO OTHER WORK: Any employee in the classified service may be assigned to work other than that described in the specification of the classification of the position held but of the same general level of responsibility, for a period not exceeding thirty (30) days without notice to the Board. Such an assignment shall involve no change in compensation. No person shall be employed for more than thirty (30) days on duties other than those implied by a competitive examination and is appointed in accordance with the procedure in these rules. In the event that an employee becomes physically incapacitated to properly perform the duties required, the director of the department, with the approval of the City Manager, may transfer within his own department, said employee to another position with acceptable requirements, and a written report on said transfer shall be made to the Board. (Assignments of employees in the Department of Police or to perform the same duties in various districts, and to assist each other, and similar changes in other departments of the location of the employee's work area, and not of the position held, and where there is no change in salary, are not to be construed as transfers but as routine details).

RULE XVII LAY – OFF, RESIGNATION, AND REINSTATEMENT

SECTION 1. LAY – OFF PROCEDURE: Whenever it becomes necessary to reduce the number of employees within a given class in any department through lack of work, funds, or other causes, employees shall be laid off in the following order:

1. Emergency or temporary appointees.
2. Provisional and probationary employees.

3. Regular, full-time employees.

An employee laid off may be transferred to another position with similar duties or to a lower class than the one just vacated. If the said employee had been promoted before being laid off and there is no vacancy in the same classification for which he would be eligible, then if the employee's lay-off score is higher than the lowest rated employee in the same position from which the employee had been promoted, the employee may be demoted and the lowest rated employee laid off or transferred with the approval of the Board.

SECTION 2. RESIGNATIONS: Any former employee who has resigned from the classified service will not be eligible for reinstatement. Such former employees, upon application for employment, will be processed in the same manner as any other applicant, including the filing of an application, the taking of an examination, and the selection from an eligible register in accordance with personnel rules. No seniority credit will be given for services rendered prior to date of resignation.

RULE XVIII
PERFORMANCE EVALUATIONS

SECTION 1. REPORTS REQUIRED: Performance evaluations relative to the ability and conduct of regular, full-time employees in the classified service shall be made at least semiannually by the department director on forms prescribed by the Human Resources Director. The first performance evaluation for employees hired subsequent to adoption of these rules will be required at the termination of the probationary period and each six months thereafter. All records, reports, and performance evaluations of said employee in all branches of the service shall be open for inspection and review by the Board or its authorized representative. The performance evaluations given to the Board covering employees in a particular department shall be open for inspection by the said department director and every employee shall have the right to see his or her performance rating. Reporting authorities shall advise the Board whenever an employee is taking an accredited academic course pertaining to his or her position with the City of Opa-locka.

SECTION 2. RECOMMENDATIONS REGARDING PERFORMANCE: The Board shall report to the department director in each branch of the service its findings and recommendations for improving the performance of an employee, and shall conduct whatever investigations may be necessary to ascertain the facts pertinent to a fair determination of the standing of said employee.

SECTION 3. METHOD OF APPEAL: A regular, full-time employee, or one who has completed a probationary period, who feels that the performance rating is not accurate shall have the right of appeal to the Personnel Board not later than thirty (30) days from the date on which notification of the performance rating was given to the employee. Such appeal shall be in writing and shall be filed with the Human Resources Director who shall arrange for the consideration of the appeal by the Board as soon as practicable. Both the employee and the department director shall be notified reasonable in advance of the time and place of consideration of such appeal by the Board, and shall have the right to present witnesses and give evidence in accordance with the rules and regulations as established by the Board. The Board within a reasonable time after consideration of the appeal shall make its recommendation in writing to the department director with a copy of said

recommendation being sent to the City Manager. After consideration of the Board's recommendation, the department director shall make his decision which shall be final and which shall be duly recorded in the permanent records of the department and the Board. The Human Resources Director shall in writing, promptly notify the appellant of the department director's decision.

RULE XIX
DISMISSALS, SUSPENSIONS, DEMOTIONS, AND RESIGNATIONS

SECTION 1. NOTICE: The removal, suspension or reduction in pay or class of a regular, full-time employee who has completed the probationary period shall not become effective until the department director shall have first served the said employee with a written notice thereof, together with such facts in detail as shall enable the said employee to explain the situation in his own defense. A copy of said notice together with the employee's explanation, if any, shall be filed with the Board. A temporary or provisional employee may be discharged by the City Manager without appeal to the Board.

SECTION 2. GROUNDS FOR REMOVAL, SUSPENSION AND REDUCTION IN PAY OR CLASS: The following are declared to constitute a breach of duty and to be grounds for removal, suspension or reduction in pay or class from and within the classified service, although charges may be based upon causes other than those enumerated, that is, that any employee...

- a. Has been convicted of a felony (Resolution 752, April 14, 1955) or of a misdemeanor involving moral turpitude; or offense against the dignity of the City; or
- b. Has been guilty of an immoral or criminal act. If such act is, at the time the charges are preferred, involved in a criminal proceeding before the grand jury or the courts, the employee so charged may request that the hearing be postponed or continued with his consent until such time as the criminal proceedings are terminated, and such request shall be granted provided, however, that the said employee shall execute a waiver of all rights to pay during the said period of post-ponement; and provided, further, that said employee may have the hearing or investigation proceed at any time on ten (10) days notice in writing; or
- c. Has willfully, wantonly, or through culpable negligence, been guilty of brutality or cruelty to a person in custody; or
- d. Has willfully violated any of the provisions of the Civil Service law or Rules of the Personnel Board; or
- e. Has violated any lawful and reasonable official regulation or order, or failed to obey any lawful or reasonable direction made and given by his superior, where such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline; or

- f. Has been intoxicated on duty or off, his conduct bringing reproach upon the City; or
- g. Has been guilty of actions which amount to insubordination or disgraceful conduct, whether committed on duty or off; or
- h. Has been wantonly offensive in conduct or language towards the public or City Officers or employees; or
- i. Has solicited the vote of a member of the City Commission for or against a proposed ordinance or resolution, or a proposed item in the budget, or an appropriation ordinance concerning the employee's department, where such solicitation is charged and established to have been elsewhere than at a public hearing of the City Commission or a committee thereof; or
- j. Is incompetent, negligent, or inefficient in the performance of the duties of the position held; or
- k. Is careless or negligent of the property of the City; or
- l. Has used, or threatened, or attempted to use political influence in securing promotion, leave of absence, transfer, change in pay, change in character of work, or revision of examination grade; or
- m. Has guided, or in any manner had been concerned in assessing, soliciting, or collecting money from any officer or employee in the service of the City for the purpose of making a gift to a public officer; or
- n. Has been induced, has induced, or has attempted to induce an officer or employee in the service of the City to commit an unlawful act, or to act in violation of lawful and reasonable departmental or official regulation on order; or has taken any fee, gift, or other valuable thing in the course of his or her work or in connection with it for his or her personal use from any citizen, when said contribution is made with the hope or expectation of receiving a favor or better treatment than is accorded to other citizens; or
- o. Has intentionally falsified a time record or failed to report absence from duty to superiors; or if, after employment, it is found that an employee has made a false statement in the application for employment; or
- p. Has been absent from duty without leave contrary to the rules of the Board, or has failed to report for work after the leave of absence has expired, or after said leave of absence has been disapproved or revoked and cancelled. If said absence or failure to report is excusable, the charges may be dismissed and the employee reinstated in his or her former position unless the position has been filled from the eligible register, in which case the latter employee may remain and the former employee's name be placed on the

- q. eligible register in the order of seniority for re-instatement; or
Is antagonistic toward superiors and fellow employees, criticizing orders, rules and policies, and whose conduct interferes with the proper cooperation of employees and impairs the efficiency of the public service; or
- r. Has been refused a surety bond when applied for a qualification for employment; or
- s. Has misused sick leave privilege or has excessive tardiness, absenteeism without good cause; or
- t. Has, without the permission of the City Manger been found to have in his possession and using any recording instrument or device to secretly record conversations without the knowledge or consent of the person or persons whose conversation may be recorded; or
- u. Has, in his official capacity, solicited or recommended attorneys to persons or employees involved in accidents, in injuries property sustained by employees in the course of their employment, in property damage, or in any litigation involving the City.

(Note: Nothing contained in any of these rules shall interfere with the right and duty of the City Manager or the department heads, or a citizen, to file charges on any grounds which he considers justifiable against any employee.)

SECTION 3. SUSPENSION; REDUCTION IN PAY OR CLASS; APPEAL:

That any officer or employee in the classified service of the City who has not completed the probationary period or who is serving under provisional, temporary, or emergency appointment may be suspended, reduced in pay or class, or removed for cause at any time by the City Manager. A copy of the notice of such suspension, reduction, or removal shall be transmitted to the Human Resources Department.

Any officer or employee in the classified service of the City who has been appointed following certification from a reemployment or employment list may be suspended, reduced in pay or class, or removed for cause at any time during the probationary period by the City Manager by giving the employee written notice of such suspension, reduction, or removal together with a statement of the reasons therefore. A copy of such statement shall be transmitted to the Human Resources Department. Any officer or employee in the classified service of the City who has completed the probationary period may be suspended, reduced in pay or class or removed by the City Manager, in the manner prescribed in this section as supplemented by the policies of the Human Resources Department. A written notice of the suspension, reduction, or removal, stating the reasons therefore and when it is effective, shall be given to such officer or employee or mailed to his usual place of residence. Such officer or employee within five (5) business days after receiving such written notice

may appeal in writing to the Board for a hearing. The Board shall immediately set a time and place not later than five (5) business days after such appeal for holding a public hearing, at which the officer or employee suspended, reduced or removed shall have the right to appear and be heard in person.

The Board may, at the request of the City Manager ordering the suspension, reduction or removal, or of the officer or employee, whose suspension, reduction or removal has been ordered, call other persons for the purpose of ascertaining the facts. The Board may make any further investigation which it thinks proper. Within forty – eight (48) hours after the completion of the public hearing or such investigation, the Board shall report its findings to the City Commission. A copy of the written statement given to the officer or employee, a copy of any written reply thereto and a copy of the findings of the Personnel Board shall be filed as a public record in the office of the Human Resources Department.

SECTION 4. RESIGNATION BEFORE APPEAL: The acceptance of the resignation of an employee suspended, removed or reduced in pay or rank, before final action by the Board, shall be considered a withdrawal of the charges, and the separation of the employee concerned shall be recorded as a resignation and the proceedings shall be dismissed without judgment.

SECTION 5. FAILURE OF PARTIES TO APPEAR: If the employee notified shall fail to appear at the time fixed for the hearing, the Board shall hear the evidence and render judgment thereon. If the department head shall fail to appear and if no evidence is offered in support of the charges made, the Board may render judgment by default, or may hear evidence offered by the appellant employee and render judgment thereon, which judgment shall be forwarded to the department head and the employee.

SECTION 6. REAPPOINTMENT DISQUALIFICATIONS: Any employee who has completed the probationary period and who is removed for misconduct or delinquency, or who resigns while not in good standing, shall be disqualified from participating in any examination given by the Board, for at least two years thereafter, unless in the judgment of the Board, the charges will not affect the employee's usefulness in other classifications.

SECTION 7. DISMISSAL OF PROBATIONARY EMPLOYEES: Whenever it is necessary for the City Manager to dismiss a probationary employee before the completion of the probationary period, a report of the charges, shall be forwarded to the City Manager to request approval. A copy also will be given to the Board for filing with the service record of the said employee. An employee dismissed during his probationary or working test period shall not be entitled to an appeal to the Board.

SECTION 8. SUSPENSION: A classified employee may be suspended without pay for disciplinary action not to exceed fifteen (15) calendar days by the head of the department, with the approval of the City Manager.

SECTION 9. SUSPENSION DURING INVESTIGATION: The performance by any employee of duties for and on behalf of the City of Opa-locka in which life or property has been lost, or the circumstances surrounding the performance of said duties may require investigation by the City Manager or as ordered by the City Commission, shall result in an automatic suspension of the employees involved therein provided:

- a. The suspension shall be with pay.
- b. That the employee shall be reinstated or disciplined upon the order of the City Manager or City Commission at the completion of the investigation, which shall not exceed ten days.

RULE XX POLITICAL RULES

SECTION 1. DISCRIMINATION PROHIBITED: No person in the classified service, or seeking admission thereto, shall be appointed, reduced or removed, or in any way favored or discriminated against because of political opinion, or affiliations.

SECTION 2. POLITICAL ACTIVITY: No officer or employee of the City shall directly or indirectly solicit or receive or be in any manner concerned in soliciting or receiving any assessment, subscription, or contribution for any political party or any political purpose whatever. No person holding a position in the classified service shall take part in political management or affairs or in political campaigns further than to cast his vote or express privately his opinion.

SECTION 3. ABUSE OF POLITICAL INFLUENCE: No person who holds any public office, or who has been nominated for, or who seeks a nomination or appointment to any public office, shall corruptly use or promise to use, either directly, or indirectly, any official authority or influence in order to secure or aid any person in securing personally, or for another, any office or employment in the classified service or any promotion or increase in salary therein, as a reward for political patronage. Nor shall any person, by the means of threats or coercion, induce or seek to induce anyone in the classified service to resign or to waive his personal rights to certification, appointment or promotion.

RULE XXI
RESTRICTIONS ON OTHER EMPLOYMENT

SECTION 1. OTHER EMPLOYMENT PROHIBITED: No regular, full-time employee shall hold any other position, or pursue any other gainful occupation, without having first obtained the permission of the department head, the City Manager and the Board. New requests must be submitted annually or whenever there is a change in outside employment.

RULE XXII
HOURS OF WORK, ATTENDANCE AND LEAVE

SECTION 1. HOURS OF WORK: The City Manager shall determine the actual hours of employment for any or all employees of the City whenever such action in his opinion is in the best interest of the City service.

SECTION 2. VACATION WITH PAY/ANNUAL LEAVE:

a. All employees are given vacation, annual leave with pay, calculated based on actual service in the previous calendar year as follows:

- (1). Regular, full time employees with 1-5 consecutive years of service accrue 12 vacation days annually.
- (2) Regular full-time employees with 6- 10 consecutive years of service shall accrue 15 vacation days annually.
- (3) Regular, full-time employees with 11-15 consecutive years of service shall accrue 18 vacation days annually.
- (4) Regular, full-time employees with 16-20 consecutive years of service shall accrue 20 vacation days annually.
- (5) Regular, full-time employees with 21 consecutive years of service or more shall accrue 22 vacation days annually.

b. Employees begin accruing annual leave on the day they are hired. However, annual leave cannot be used until after the completion of the employee's probationary period. Employees discharged prior to completion of probationary period are not entitled to payment for accrued leave. Employees who complete the probationary period are entitled to payment as noted in the Personnel Policies/Administrative Regulations.

- c. If a person enters the employ of the City prior to the fifteen (15th) of the month, it shall be considered as a full month of service.
- d. It is intended that annual leave will be taken within the calendar year in which they are due. Annual leave cannot be postponed to the following year without the approval of the Human Resources Director and department director. Annual leave shall be taken at the discretion of the department director.
- e. Part-time employees receive annual leave pro-rated based on the number of hours worked each month.

SECTION 3. SICK LEAVE WITH PAY:

- a. Regular, full-time employees are allowed sick leave with pay. Regular, full-time employees accrue one (1) day for each full month of service. Sick leave accrues from the date of hire, but cannot be utilized until completion of the probationary period.
- b. Temporary employees whose appointment is made regular, full time are eligible for sick leave on the basis of the date of their original temporary appointment. Sick leave with pay is cumulative from year to year up to the maximum determined by the Personnel Policies/Administrative Regulations.
- c. The department head should not grant sick leave for any employee for time that would exceed the earned sick leave allowance:
 - (1) Any person, who needs to take off for reason of sickness, shall use sick leave and not use compensatory time.
 - (2) When an employee has used up the accumulated sick leave allowed and is still unable to return to work, the excess time absent will automatically be charged to the vacation leave due rather than terminate the employee. In the event, however, that an employee is unable to return to work and has exhausted both sick leave and vacation due him, his request for additional unpaid leave must be approved by the Board and the City Manager.
- e. Care and discretion shall be exercised by department heads to prevent the abuse of these liberal sick leave privileges. Absences on account of trivial indispositions must be discouraged. In cases where the supervisor suspects that the

employee is malingering, sick leave with pay shall not be granted.

- f. In order to receive compensation while absent on sick leave, the employee must take steps to notify the immediate superior of the illness within two (2) hours after the time set for the beginning of the daily duties. In the event the employee is incapacitated to such an extent that in the opinion of the Board, it was physically impossible for the employee to notify his immediate superior of his absence on account of sickness, the Board may, in its discretion, waive this requirement. When said absence is more than one-half ½ day, the employee concerned in order to receive compensation, must file with the Human Resources Director a Certificate from a licensed physician recognized by the Board, stating that said employee was unable during the whole of said absence to perform the duties thereof.
- g. For all part-time employees, sick leave shall be earned on a pro-rata basis depending upon the number of hours worked in a month.
- h. Full time employees will be charged eight hours against accrued sick leave for each day they report in sick.

SECTION 4. CIVIL LEAVE: Upon approval of his department head and the City Manager, any employee holding a position in the classified service shall be granted a leave of absence with pay for:

- a. Service upon a jury. Pay in this instance will be the difference between that received for jury duty and employee's daily rate.
- b. Appearance before a court, legislative committee, or other judicial or quasi-judicial body as a witness in action involving the Federal Government, the State of Florida, a political subdivision thereof, or the City, in response to a subpoena or other direction by proper authority.
- c. Attendance in court in connection with an employee's official duty. Such attendance shall include the time required in going to the court and returning to the employee's place of duty. Any absence, however, whether voluntary or in response to a legal order to appear

and testify in private litigation not as an officer or employee of the City, but as an individual, shall be taken as annual leave, as leave of absence without pay, or as a deduction from authorized accumulated overtime.

SECTION 5. PERSONAL LEAVE WITH PAY:

- a. National Holidays. The following and any other days designated by the Commission or under its authority are holidays, and compensatory time off shall be allowed for work done on these days: New Year's day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving and Christmas Day.
- b. Religious Holidays. There is no official observance of religious holidays except such as may also be National Holidays. It is the policy of the City to reasonably accommodate the observance of religious Holidays for employees when work flow permits.
- c. Conventions or Conferences. Attendance at conventions or at meetings of like character shall not be considered as leave from duty but shall be noted on the payroll, and said absence must be pre-authorized by the City Manager and Human Resources Director.
- d. Employees participating in promotional examinations or open competitive examinations for their present jobs prior to the establishment of a register of eligible will be granted time off without charge against leave for the time necessary to complete the examination, when such examination is given during their tour of duty.
- d. Medical Examinations. Employees will be excused for the purpose of taking the physical fitness for employment in the service of the City. This shall apply to both entrance and promotional examinations at the discretion of the Board.
- e. Death in Family. Any employee may in case of death in the immediate family be given a maximum of four (4) days leave with pay. Employees may receive a maximum of eight (8) days leave annually unless authorized by the City Manager. The immediate family is constituted to mean the following: Father, Mother, Sister, Brother, Husband, wife or Child, and may also include any other person who is an actual member of the employee's household. The circumstances of the employee's personal leave shall be endorsed by the department head and submitted by letter to the Board.

- e. Death in Family. Any employee may in case of death in the immediate family be given a maximum of four (4) days leave with pay. Employees may receive a maximum of eight (8) days leave annually unless authorized by the City Manager. The immediate family is constituted to mean the following: Father, Mother, Sister, Brother, Husband, wife or Child, and may also include any other person who is an actual member of the employee's household. The circumstances of the employee's personal leave shall be endorsed by the department head and submitted by letter to the Board.
- f. Other Leave. The City Manager may approve requests for leave of absence with pay in addition to the aforementioned for all employees in the classified service upon the recommendation of the director of the department, which in the judgment of the City Manager shall tend to promote unity and efficiency in the public service, provided, however, that said leave of absence shall also be approved by the Board.
- g. All employees will be given their birthdays off with pay after working one full year and it shall not be accumulated or paid out.

SECTION 6. LEAVES OF ABSENCE WITHOUT PAY: The Director of a department with the approval of the City Manager may grant leaves of absence without pay for the following causes and not otherwise;

- a. A temporary physical disability, provided however, that no such leave shall be given for a period to exceed ninety (90) days, unless said disability was caused by an injury without negligence on the part of the employee, received in the performance of duty, in which latter case the period of leave may be extended with the approval of the Board.
- b. A leave of absence for the purpose of entering upon a course of training or study or to engage in an investigation calculated to improve the quality of the employee's service, but no leave shall be granted for a period to exceed six (6) months with the right to extend for another six (6) months, unless approved by the City Manager and the department head. Where a leave of absence is given for more than ninety (90) days, the position shall be filled, if necessary, for the unused part of the said period of leave by a temporary appointment from the eligible register. The employee granted such leave shall not be guaranteed re-employment in the same or similar position.
- c. Employees granted leave in accordance with this section shall understand the acceptance of another position or engaging in other

employment while on said leave of absence shall be deemed a voluntary resignation from the service of the City. Any vacancy from said cause shall be filled by a temporary employee for the duration of not more than ninety (90) days. Leaves of absence during the required probationary period of service of an employee shall extend the said probationary period the length of time used during the said leave of absence.

- d. In no case shall leave of absence be given within ninety (90) day of the employee's appointment, neither shall leave of absence be granted within six (6) months after the return of the employee from a leave of fifteen (15) days or more, except in the case of disability. At the expiration of a leave of absence, the employee shall be returned to the position vacated when said leave of absence was granted.
- e. Whenever leave of absence without pay is granted, it shall be promptly reported in writing to the Board.
- f. Family and Medical Leave
 - 1. Employees who have been employed by the City for one year and have worked at least 1,250 hours during the twelve months before the start of the FMLA leave can take up to 12 weeks of unpaid leave in a 12 month period for:
 - a. The birth or adoption of a child;
 - b. Acquiring a foster child;
 - c. The serious health condition of a child, spouse, or parent; and
 - d. The serious health condition of the employee.
 - 2. The City uses a rolling twelve month period in calculating FMLA leave. This means that each time an employee takes FMLA leave, the amount of leave available would be the difference between any leave already used in the immediately preceding twelve months and the full twelve week allotment.
 - 3. The right to FMLA leave applies to male and female workers.
 - 4. An employee must use his/her sick leave benefit for any part of the 12-week period. If the employee's sick leave is exhausted, the employee may request permission to convert annual leave to sick leave.
 - 5. The City will maintain any pre-existing health insurance for the duration of the leave and at the level and under the same conditions and coverage as was provided prior to the commencement of the leave. It is

the employee's responsibility to pay his or her portion of the insurance cost, if applicable.

6. An employee returning from FMLA will be restored to the original or an equivalent position with equivalent benefits, pay and all other terms and conditions of employment.

7. When husband and wife both work for the City, the total amount of leave that they may take is limited to 12 weeks if they are taking leave for the birth or adoption of a child or to care for a sick parent.

8. When foreseeable, requests for a leave of absence or any extension of a leave of absence should be submitted in writing to the Human Resources Director. Employees on approved leave are expected to report any change of status in their needs for leave or their intentions to return to work to the Human Resources Director. In addition, employees requesting leave due to their own serious health condition or the serious health condition of a family member must provide medical certification of the serious health condition. The City may require a second or third opinion (at its expense), periodic recertification of the serious health condition; and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The City may deny leave to employees who do not provide proper advance leave notice or medical certification.

9. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of such leave, the employee will be considered to have voluntarily resigned from employment.

SECTION 7. MILITARY LEAVE:

- a. Employment Credit. Veterans honorably discharged from military service who were granted leave of absence for the time spent in the Armed Forces of the United States as actual service rendered in the employ of the City, as though said employment had not been interrupted by the military leave of absence, provided, however, that said service credit shall not accrue to the veteran who was a working test appointee at the time of induction until said veteran shall have satisfactorily completed his working test period

granted this military leave in the future calendar years prior to those of the same department who have previously received this military leave.

- c. Requests for military leave shall be made as early as possible but at least two weeks prior to the date such leave is desired.
- d. Employees of the City who take the leave granted under subparagraph (a) of this Section and who would receive as military pay an amount less than normal City Service salary shall be paid the difference between those two amounts.
- e. Should the military pay of any employee of the City who takes the vacation granted under subparagraph (e) of this Section exceed the employee's normal City Service salary, the City shall pay no salary to such employee for such military leave period.
- f. The Provisions of this Section shall apply to employees who receive military leave not exceeding two (2) weeks for training in addition to normal vacation leave, as provided in this Section.
- g. Employees who take the military leave provided in this Section shall be credited with that time on their seniority status in the City Personnel records.
- h. The Finance Department shall prepare forms for request for additional pay provided in subparagraph (d) of this section.

SECTION 9. FAILURE TO RETURN FROM LEAVE: Any employee who fails to report for duty at the expiration of a leave of absence without the consent of the director of the department shall be determined to have voluntarily resigned from his or her position with the City. Personnel records will indicate " Voluntary Resignation – Failure to Return From Leave."

SECTION 10. RECORDS OF ABSENCE FROM DUTY:

- a. All branches of the service are required to maintain a permanent record of every absence from duty of employee.
- b. The payroll clerk, or other responsible employee, shall be charged with maintaining an accurate attendance record, on which tardiness of the employee shall also be noted. Said record shall be open to inspection by the representative of the Board. Absences, irregular attendance of any kind, and tardiness, shall be taken into

consideration when completing the employee's performance evaluation, and when said conditions are persistently indulged in, they shall justify disciplinary action against the employee. It shall be the duty of supervisors to report promptly to Human Resources the absences from duty and cause of same. Failure to make said report shall be cause for disciplinary action.

- c. All absences of one – half ½ day or more shall be reported to the Human Resources Department on the attendance record on the forms provided for the purpose. Time off allowed for overtime worked by an employee at the request of the department director shall not be regarded as absence from duty and shall be noted on the attendance record as earned time off. Overtime must be kept at the minimum. When overtime becomes necessary, it shall be repaid in the form of time off as soon as possible.

RULE XXIII

PREVENTION OF UNLAWFUL HARASSMENT AND DISCRIMINATION

The City of Opa-locka is committed to providing a work environment that upholds employee dignity and respect. In keeping with this commitment, the City strictly prohibits unlawful harassment based on race, color, national origin, religion, disability, gender and other forms of unlawful harassment. Any unlawful harassment, including sexual harassment, whether verbal, physical or environmental, is unacceptable and will not be tolerated, whether it occurs in the workplace or at outside work-sponsored activities.

To educate all employees, the City issued this policy together with an internal complaint procedure for investigation of allegations of unlawful harassment. The City takes the matter of harassment very seriously. All acts of unlawful harassment in the workplace, whether or not specifically mentioned in this policy, are considered a serious offense and will result in disciplinary action, up to and including discharge.

Training/Education

In an effort to ensure that all supervisors and employees understand their role in preventing unlawful harassment, training and education sessions regarding this policy will be required annually.

Prohibited Harassment Defined

Prohibited harassment is unwelcome verbal or physical conduct by an employee or any individual including residents, consultants, vendors, or contractors, that denigrates or shows hostility or aversion toward an employee and/or his or her relatives, friends or associates because of his/her race, color, sex, religion, age, national origin, disability, veteran status, or other status protected by law, and that:

- Has the purpose or effect of creating an intimidating, hostile, abusive or offensive working environment; or

- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's work performance.

Sexual Harassment Specifically Prohibited

As part of the above-stated anti-harassment policy, no employee or any other individual including residents, vendors, or contractors may sexually harass any employee.

Sexual Harassment Defined: Sexual harassment is defined as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a condition of employment;
- Submission to or rejection of such conduct is used as a basis for decisions such as promotion, discharge, performance evaluation, pay adjustment, discipline, work assignment, or any other condition of employment or career development; or
- Such conduct otherwise unreasonably interferes with work performance or creates an intimidating, abusive or offensive working environment, even if it leads to no adverse job consequences.

The kinds of behavior that may constitute sexual harassment include, but are not limited to:

- Unwelcome sexual flirtations, advances or propositions;
- Derogatory, vulgar, or graphic written or verbal statements regarding an individual's sexuality, gender or sexual experience;
- Unwelcome touching, patting, pinching, or attention to an individual's body;
- Physical assault;
- Unwanted sexual compliments, innuendoes, suggestions or jokes;
- The display of sexually suggestive pictures or jokes;
- Subtle pressure for sexual activity;
- Repeated requests for social engagements or interactions, when prior social invitations have been refused or when the employee has otherwise indicated such invitations are unwelcome;
- Lewd or offensive comments, catcalls or inappropriate whistling;
- Repeatedly brushing against someone's body, or impeding or blocking normal work or movement;

- Transmitting, accessing or drafting sexually explicit materials by computerized, electronic, or other means, such as E-mail and voice mail.

Sexual harassment can be offensive comments or actions of a male to female, female to a male, male to a male, or female to a female. It is not possible to identify each and every act that may constitute sexual harassment. To establish a work environment that is not conducive to sexual harassment, the City prohibits rough housing and other physical contact, except to the extent that it is necessary and incidental to any employee's job. Moreover, with the exception of generally acceptable behavior such as a handshake, no employee should intentionally touch another employee's body. People should not be questioned about their sex lives or sexual preferences. Pictures of nude or scantily-clad persons and sexual jokes are equally inappropriate in the workplaces.

Other Forms of Unlawful Harassment Specifically Prohibited

This policy specifically prohibits harassment on the basis of any characteristics protected by local, state and federal anti-discrimination laws. Unlawful harassment is defined as verbal or physical conduct that segregates or shows hostility or aversion toward an individual because of any characteristics protected by law, including but not limited to race, color, national origin, religion, disability, gender, age, veteran's status, or sexual preference.

Examples of the types of behavior that can lead to unlawful harassment may include, but are not limited to, the following statements, behaviors, or documents:

- Epithets, slurs, or negative stereotyping that relate to the characteristics protected by law noted above;
- Threatening, intimidating, or hostile acts that relate to the characteristics protected by law noted above;
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the characteristics protected by law noted above; and
- Acts that are intended to be "jokes" or "pranks" but that are hostile or demeaning with regard to race, color, religion, gender, national origin, age, disability, veteran status or other status protected by law.

The City believes that each employee should be given an equal right to succeed based on his or her abilities and job performance without being bothered or distracted by offensive behavior on the part of other employees.

Complaint Procedure

Each Department Director and employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Employees are responsible for respecting the rights of their co-workers.

Any employee who has a question, concern or complaint of discrimination or harassment based on race, color, gender, religion, age, national origin, disability, veteran status, or other protected status must immediately report the incident to the Human Resources Director. If the incident occurs when

the Human Resources Director is unavailable, the employee shall immediately complete an incident report and deliver it to the Assistant City Manager. If, for any reason, an employee feels uncomfortable reporting the situation to the Human Resources Director, or the Assistant City Manager, the employee should send a written complaint to the City Manager.

Investigation of Complaints

All reports of alleged unlawful conduct will be promptly and thoroughly investigated, and the City will act to ensure that any improper conduct ceases immediately and corrective action is taken to prevent a reoccurrence. The City of Opa-locka will inform the complaining employee of the resolution of the complaint as appropriate. Employees who have been found to have violated this policy will be subject to disciplinary action up to and including termination.

Confidentiality

All complaints will be treated confidentially in accordance with F.S. §119.

No Retaliation

No employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. Any employee, who feels that retaliatory action has been taken at any time because he or she complained of unlawful harassment, or participated in an investigation, immediately should report that action to the Assistant City Manager.

An employee who knowingly alleges a false claim against a manager, supervisor, or other employee or individual will be subject to disciplinary action, up to and including termination of employment.

RULE XXIV **PAPERS AND PROPERTY OF BOARD**

All original papers, applications, examination questions and papers, certificated, and other documents and correspondence, shall remain the property of the City in custody of the Board, filed in the office of the Board, and kept intact not less than one (1) year. Examination papers, eligible register, and other records of non-competitive examinees shall be kept in the same manner as those of the competitive examinees.

RULE XXV **CHANGE OF RULES**

These rules may be amended, repealed or supplemented by the Board at any time, and new rules adopted in accordance with the City Charter.

RULE XXVI

REGULATIONS

Any act or resolution of the Board that may subsequently be found to be not in accord with these rules and regulations shall, immediately upon discovery of such nonconformity, be declared null and void and of no effect. The Board shall have the power to correct by proper resolution any error of whatever nature, immediately upon the discovery of same. All previous ordinances and rules for admission to the administrative service of the City, tenure of employment, and promotion therein, and to any branch thereof, and for appointment of examiners there under, are hereby annulled and repealed. If any rule or parts of rules should be declared unconstitutional or of no force in any Court, the same shall not affect the remaining rules, which shall be in full force and effect. “

Section 1. The recitals to the preamble herein are incorporated by reference.

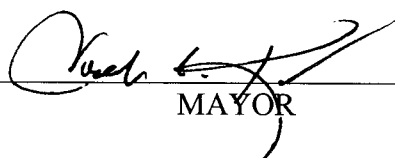
Section 2. The City Commission hereby adopts and approves the personnel rules, policies and regulations.

Section 3. Any ordinances or parts of ordinances in conflict herewith are hereby repealed.

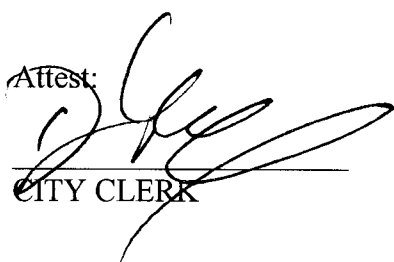
Section 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding in no way affects the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall become effective in the manner provided by law.

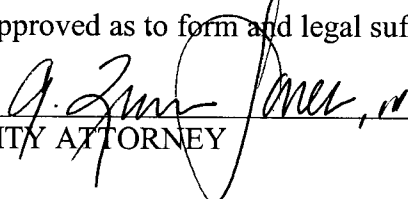
PASSED AND ADOPTED this 28 day of FEBRUARY, 2007.



MAYOR

Attest:


CITY CLERK

Approved as to form and legal sufficiency:


CITY ATTORNEY

2/6/07
DATE

Moved by: Vice Mayor Johnson
Seconded by: Commissioner Tydus
Commissioner Vote: 3-0
Commissioner Tydus: Yes
Commissioner Holmes: Not present
Vice Mayor Johnson: Yes
Mayor Kelley: Yes

D: Ordinance/Adopting and Approving Personnel Rules, Policies and Regulations-12-06

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE IV ENTITLED "PERSONNEL", DIVISION 2 ADDING NEW SECTION 2-222 TO BE ENTITLED "EXTRA COMPENSATION BEYOND STATE STATUTORY LIMITS"; PROVIDING A DEFINITION FOR "CAUSE" AND PROHIBITING SEVERANCE PAY TO CHARTER OFFICERS OR OTHER EMPLOYEES WHERE THE INDIVIDUAL IS TERMINATED FOR CAUSE; PROHIBITING SEVERANCE PAY, BONUS PAY, EXTRA COMPENSATION, OR ADDITIONAL PAYMENT TO ANY CHARTER OFFICER OF THE CITY AFTER SERVICES HAVE BEEN RENDERED OR AFTER A CONTRACT HAS BEEN EXECUTED UNLESS AUTHORIZED BY FLORIDA LAW OR A MAJORITY VOTE OF THE CITY COMMISSION; PROVIDING FOR STATUTORY REQUIRED LANGUAGE TO BE INCLUDED WITHIN FUTURE EMPLOYMENT AGREEMENTS; PROVIDING FOR CERTAIN SEVERANCE PAYMENT TERMS AND CONDITIONS AS CONSISTENT WITH FLORIDA LAW; FORGIVING ANY PAYMENT MADE INCONSISTENT WITH THE TERMS OF THIS ORDINANCE PRIOR TO AND INCLUDING CALENDAR YEAR 2022; PROVIDING FOR CONFLICT AND REPEALER; SEVERABILITY, INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Office of the Auditor General conducted an operational audit of the City of Opa-Locka, Florida ("City") in 2019; and

WHEREAS, the audit cited a lack of adequate controls within the City necessary to promote and encourage compliance with applicable State laws, City ordinances, regulations, and other applicable guidelines; and

WHEREAS, the City Commission desires to rectify outstanding findings determined to be within the City Commission's control; and

WHEREAS, the City Commission desires to Amend Article IV entitled "Personnel", Division 2 to create new section 2-222 of the City of Opa-Locka's Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article IV entitled "Personnel", Division 2 to create new section 2-222 of the City of Opa-Locka's Code of Ordinances which shall read:

Section 2-222. Prohibiting Severance Pay and Extra Compensation Beyond State Statutory Limits

- a. No severance pay shall be provided to the City Manager, City Attorney, City Clerk (collectively, "charter officers") or any other employee where the individual is terminated for cause. "Cause" shall include, but is not limited to: misconduct, malfeasance, gross negligence, breach of contract, violation of law, or any other justifiable basis as defined in the officer's employment agreement, City policy or state law.
- b. Pursuant to Section 215.425, Florida Statutes, the City shall not provide any bonus, extra compensation, or additional payment to any Charter Officer of the City after services have been rendered or after a contract has been executed, unless otherwise authorized by Florida law or by a majority vote of the City Commission.
- c. Any contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following

- provisions in the contract: 1) A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation; 2) A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. 443.036(29), by the unit of government.
- d. Severance pay for a charter officer shall be permitted only in the following cases, and only upon a majority vote of the City Commission: (1) voluntary resignation where severance is a part of the contract terms; and (2) termination without cause where the severance pay does not exceed the limits established under applicable state law.
- e. As a condition of receiving any severance pay, the charter officer must execute a written separation agreement that includes a comprehensive release of liability in favor of the City, its officials, employees, and agents. The release must be in a form approved by the City Attorney and shall fully release the City from any and all claims arising from the officer's employment or separation from the City. The officer shall have thirty-one (31) calendar days from the date of separation or notice of termination to execute and deliver the signed separation agreement to the City Clerk. An agreement is not executed and returned within the 31-day period, the officer shall be deemed to have waived all rights to severance pay, and the City shall have no further obligation to provide such payment. The City shall issue any approved severance payment within thirty (30) calendar days of receiving the fully executed agreement.

- f. Any extra compensation or severance payments made to a charter officer prior to and including the calendar year 2022 shall be considered forgiven, and no further effort shall be made by the City to recoup such funds. This forgiveness provision applies solely to past payments and does not authorize future payments inconsistent with this ordinance.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Commissioner Santiago	_____ (Yes)	_____ (No)
Vice Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



**City of Opa-locka
Agenda Cover Memo**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	6.11.2025		Item Type: (Enter X in the box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in the box)	Yes	No	Yes	No
				X		X	
Funding Source: Account#: 44-538638	(Enter Fund & Dept.)		Advertising Requirement: (Enter X in the box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:	N/A			
		X					
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organization ☐				
			Bus. & Economic Development ☒				
			Public Safety ☒				
			Quality of Education ☐				
			Qual. of Life & City Image ☒				
			Communication ☐				
Sponsor Name:	Mayor Taylor		Department:	City Commission			

Short Title:

AN ORDINANCE PROHIBITING SEVERANCE PAY FOR CHARTER OFFICERS TERMINATED FOR CAUSE; PROHIBITING EXTRA COMPENSATION AFTER SERVICES HAVE BEEN RENDERED OR CONTRACTS EXECUTED; REQUIRING THAT ALL PRESENT AND FUTURE CONTRACTS REFLECT THESE PROVISIONS; AUTHORIZING SEVERANCE PAY ONLY IN ACCORDANCE WITH FLORIDA LAW OR AS NEGOTIATED BY THE CITY COMMISSION IN CASES OF VOLUNTARY RESIGNATION OR TERMINATION WITHOUT CAUSE; REQUIRING THE EXECUTION OF A SEPARATION AGREEMENT AND RELEASE OF LIABILITY AS A CONDITION OF ANY SEVERANCE PAY; ESTABLISHING A DEADLINE FOR EXECUTION AND FORFEITURE OF SEVERANCE IF NOT MET; PROVIDING FOR THE FORGIVENESS OF EXTRA COMPENSATION PAID TO CHARTER OFFICERS UP TO THE YEAR 2023; IN EFFORTS TO CURE FINDING NUMBER 49.

Staff Summary:

The Office of the Auditor General conducted an operational audit in 2019. The audit disclosed a pervasive lack of adequate controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations, and other applicable guidelines. The Mayor desires to rectify any outstanding findings determined to be within the City Commission's parameters. Finding #49 found that severance pay provisions in City employment agreements were not consistent with State law, and the City paid post-employment extra compensation to a City Manager. To cure finding the following amendments shall be adopted.

Section 1. Prohibition on Severance Pay for Termination With Cause

No severance pay shall be provided to the City Manager, City Attorney, or City Clerk (collectively, "charter officers") in any instance where the individual is terminated for cause. "Cause" shall include, but is not limited to: misconduct, malfeasance, gross negligence, breach of contract, violation of law, or any other justifiable basis as defined in the officer's employment agreement or City policy.

Section 2. Prohibition on Extra Compensation After Services Rendered

Pursuant to Section 215.425, Florida Statutes, the City shall not provide any bonus, extra compensation, or additional payment to any charter officer after services have been rendered or after the contract has been made, unless otherwise authorized by law or by majority vote of the City Commission.

Section 3. Severance Pay Limitations

Severance pay for a charter officer shall be permitted only in the following cases, and only upon a majority vote of the City Commission:

- (a) Voluntary resignation; or
- (b) Termination without cause.

Severance shall not exceed the limits established under applicable state law.

Section 4. Requirement of Separation Agreement and Release

(a) As a condition of receiving any severance pay, the charter officer must execute a written separation agreement that includes a comprehensive release of liability in favor of the City, its officials, employees, and agents.

(b) The release must be in a form approved by the City Attorney and shall fully release the City from any and all claims arising from the officer's employment or separation.

(c) The officer shall have thirty (30) calendar days from the date of separation or notice of termination to execute and deliver the signed separation agreement to the City Clerk.

(d) If the agreement is not executed and returned within the 30-day period, the officer shall be deemed to have waived all rights to severance pay, and the City shall have no further obligation to provide such payment.

(e) The City shall issue any approved severance payment within thirty (30) calendar days of receiving the fully executed agreement.

Section 5. Forgiveness of Past Compensation

Any extra compensation or severance payments made to charter officers prior to and including the calendar year 2023 shall be considered forgiven, and no further effort shall be made by the City to recoup such funds. This forgiveness applies solely to past payments and does not authorize future payments inconsistent with this ordinance.

Section 6. Future Employment Contracts

All present employment agreements shall automatically adopt the terms of this ordinance, future employment agreements or renewals for charter officers shall reflect and incorporate the terms of this ordinance. No contract shall provide for severance inconsistent with these provisions.

Financial Impact- There is no financial impact.

Proposed Action:
Staff will adhere to the desire of the City Commission.
Attachment(s):

- An individual was appointed City Manager at the November 24, 2015, City Commission meeting and remained in that position until he resigned effective August 1, 2016. Another individual was appointed City Manager at the August 2, 2016, City Commission meeting and remained in that position until she resigned in July 2017.

Pursuant to City ordinances,¹⁶⁹ the City must establish a search committee to search for candidates for the City Manager position, evaluate the candidates' qualifications, and recommend no more than five candidates for consideration to fill the position. In addition, City ordinances¹⁷⁰ provide that the search committee is to "make every effort to conduct a thorough local and nationwide search for candidates" for the City Manager position. Although we requested, we were not provided records evidencing advertisement of the City Manager position prior to the City Commission appointments of either of these individuals to the City Manager position or any other records evidencing efforts to solicit or evaluate other candidates for the position. Consequently, City records did not evidence compliance with the City ordinance requirements to conduct a local and nationwide search for candidates for the City Manager position and evaluate the qualifications of the candidates.

Advertising for the City Manager position and using a documented candidate evaluation process would have demonstrated that the City Commission used a fair, equitable, and unbiased process to select the best available candidate to fill the position.

- The City provided a City Manager a rental car at a cost to the City of \$10,759 during the period December 2015 through June 2016. However, although we requested, we were not provided records evidencing City Commission approval of the rental car for City Manager use. Absent such documentation, City records did not demonstrate authority for the rental car and its use by the City Manager may have been contrary to City Commission intent.

Recommendation: For future City Manager selections, the City should comply with City ordinances and establish a search committee to conduct a thorough local and nationwide search for candidates, evaluate candidates' qualifications, and recommend candidates for City Commission consideration. In addition, the City should limit City Manager compensation to that established by the City Commission.

Finding 49: Extra Compensation

Pursuant to State law,¹⁷¹ no City employee may be paid extra compensation after the service has been rendered or the contract made. State law also requires that employment agreements entered on or after July 1, 2011, that contain a provision for severance pay must include a provision requiring that such pay not exceed an amount greater than 20 weeks of compensation and prohibit severance pay when the employee has been fired for misconduct as defined by State law.¹⁷²

During the period July 2015 through April 2017, the City entered into three employment agreements with severance pay provisions, including agreements with two of the five individuals who held the City Manager position and an individual in the City Clerk position. Our examination of City records and discussions with City personnel disclosed that:

- The agreements did not prohibit severance pay in the event the employee was fired for misconduct.

¹⁶⁹ Section 2-8.4, City of Opa-locka Code of Ordinances.

¹⁷⁰ Section 2-8.4(c), City of Opa-locka Code of Ordinances.

¹⁷¹ Section 215.425, Florida Statutes.

¹⁷² Sections 215.425(4)(a)2. and 443.036(29), Florida Statutes.

- According to one City Manager's employment agreement, the City would provide him with an automobile and full coverage automobile insurance during the term of his employment agreement. The agreement also indicated that, upon termination of the agreement for any reason, he would receive severance pay "in the amount of 20 weeks salary" and the City would enter into a separate agreement with him with a term of not less than 2 months for management consulting relating to the transition of the City Manager position. The employment agreement further provided that his compensation for the consulting services was to be at the same rate of compensation, including benefits, as he received as City Manager. Notwithstanding, we noted that this City Manager received extra compensation as:
 - At its November 24, 2015, meeting, the City Commission adopted a resolution¹⁷³ terminating the City Manager's employment effective that date. However, he remained on the City payroll through June 10, 2016, or a total of 28 weeks after the effective date of the resolution. Specifically, he was paid 20 weeks of salary for 10 biweekly pay periods (November 28, 2015, through April 15, 2016) and, on June 15, 2016, the City paid him another \$23,077 for 8 additional weeks of salary for 4 biweekly pay periods (April 16 through June 10, 2016). Also, while the employment agreement specified that the City would enter into a separate agreement for management consulting for not less than 2 months, the City did not enter into such an agreement. Although we requested, we were not provided records evidencing that the former City Manager provided services, either as an employee or consultant, subsequent to November 24, 2015, his last day of employment. Absent records evidencing services provided as either an employee or consultant, the \$23,077 represents extra compensation.
 - At a cost of \$6,903, the City continued to provide him a rental car, and pay related costs (e.g., insurance, tolls), after November 24, 2015, his last day of employment, through July 12, 2016. One section of the employment agreement provided that, upon termination from employment, he would be entitled to "all compensation," including salary; accrued benefits, including sick and vacation days; and any unpaid car or expense allowances as permitted by State law, provided that such severance pay did not exceed 20 weeks of compensation. However, another section of the employment agreement provided that, if he was terminated without cause, he was to be paid severance of 20 weeks of salary and did not mention providing him an automobile subsequent to his last day of employment. Consequently, it is unclear from the employment agreement whether the City Commission intended to continue providing him an automobile as severance pay after his last day of employment. If it was the City Commission's intention to do so, the City could only do so for up to 20 weeks, or through mid-April 2016, consistent with the 20-week compensation limit prescribed in State law, and the \$4,485 paid for the automobile costs after that date would represent extra compensation. Otherwise, the entire \$6,903 would represent extra compensation.

Although we inquired, City personnel did not explain the inconsistencies between employment agreement provisions or the instances of extra compensation not permitted by State law.

Recommendation: The City should ensure that severance pay provisions in employment agreements prohibit severance pay when the employee has been fired for misconduct and that extra compensation is not paid after the service has been rendered or the contract made. In addition, the City should take appropriate action to recover from the former City Manager the extra salary compensation and applicable automobile costs.

¹⁷³ City of Opa-locka Resolution No. 15-9116.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE VI OF THE CITY'S PURCHASING CODE TO CREATE NEW SECTION 2-325 TO BE ENTITLED "ESTABLISHING CONTRACTUAL SERVICE CONTROLS", PROVIDING FOR GREATER MONITORING AND ENFORCEMENT OF TERMS AND CONDITIONS OF CONTRACTS TO ENSURE THAT CONTRACT DELIVERABLES ARE PROVIDED; ALLOWING FOR PAYMENT OF CONTRACTUAL DEPOSITS WHEN AUTHORIZED; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Office of the Auditor General conducted an operational audit of the City of Opa-Locka, Florida ("City") in 2019; and

WHEREAS, the audit cited a lack of adequate controls, within the City, necessary to promote and encourage compliance with applicable State laws, City ordinances, regulations, and other applicable guidelines; and

WHEREAS, the City is responsible for monitoring and enforcing the terms and conditions of all contracts to ensure that contract deliverables are appropriately provided, and related payments are adequately supported; and

WHEREAS, the City is responsible for ensuring that desired services are received at agreed upon rates and that payment for services are supported by detailed records; and

WHEREAS, the City Commission desires to implement the following controls by amending Article VI of the City's Purchasing Code to create new Section 2-325.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article VI of the City's Purchasing Code to create new Section 2-325 to establish contractual controls.

Establishing Contractual Service Controls.

Section 2-325. Verification of Services Required Prior to Payment

(1) Except as permitted by this under Section, no payment shall be issued by the City for contractual services unless and until authorized by the City Manager and verified that documented services were:

- (a) Satisfactorily received;
- (b) Performed in accordance with the contract or agreement terms; and
- (c) Delivered in full pursuant to agreed upon milestones, unless an exception is granted in writing by the City Manager or designee.

(2) Advance deposits or retainers may be permitted when the following conditions apply:

- (a) Clearly authorized by written agreement;
- (b) Approved by the City Manager or designee following City Commission approval of same; and
- (c) Documented with clear terms regarding purpose, amount, and payback terms.

(3) Contract Language Requirement

All City contracts for services shall include language stating the following:

- (a) No final or milestone payment shall be made unless services have been verified by the City Manager or designee and work has been satisfactorily performed;
- (b) Advance deposits may be made only if expressly authorized by this Agreement.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 5. Effective Date.

Sponsored By: Mayor Taylor

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Commissioner Santiago	_____ (Yes)	_____ (No)
Vice Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



**City of Opa-locka
Agenda Cover Memo**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	6.11.2025		Item Type: (Enter X in the box)	Resolution	Ordinance
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in the box)	Yes	No
				X	X
Funding Source: Account#: 44-538638	(Enter Fund & Dept.)		Advertising Requirement: (Enter X in the box)	Yes	No
				X	
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:	N/A	
		X			
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X		Enhance Organization ☐		
			Bus. & Economic Development ☒		
			Public Safety ☒		
			Quality of Education ☐		
			Qual. of Life & City Image ☒		
			Communication ☐		
Sponsor Name:	Mayor Taylor		Department:	City Commission	

Short Title:

AN ORDINANCE CURING FINDING NUMBER 75, REQUIRING CITY PERSONNEL TO VERIFY THAT CONTRACTUAL SERVICES HAVE BEEN SATISFACTORILY RECEIVED IN ACCORDANCE WITH THE CONTRACT OR AGREED-UPON TERMS PRIOR TO PAYMENT; ALLOWING FOR PAYMENT OF CONTRACTUAL DEPOSITS WHERE AGREED.

Staff Summary:

The Office of the Auditor General conducted an operational audit in 2019. The audit disclosed a pervasive lack of adequate controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations, and other applicable guidelines. The Mayor desires to rectify any outstanding findings determined to be within the City Commission's parameters. Finding #75 stated City controls for monitoring purchased services and franchise fee collections need enhancement. To cure the finding the following amendments shall be adopted.

Section 1. Verification of Services Required Prior to Payment

Except as permitted under Section 2, no payment shall be issued by the City for contractual services unless and until authorized City personnel have verified and documented that the services were:

- (a) Satisfactorily received;
- (b) Performed in accordance with the contract or agreement; and
- (c) Delivered in full or per agreed milestones, unless an exception is granted in writing by the City Manager or designee.

Section 2. Advance Deposits Permitted if Contractually Authorized

Advance deposits or retainers may be paid only if:

- (a) They are clearly authorized in the written agreement;
- (b) Approved by the City Manager or designee; and
- (c) Documented with clear terms regarding purpose, amount, and refundability.

Section 3. Contract Language Requirement

All City contracts for services shall include language stating:

- No final or milestone payment shall be made unless services have been verified by City staff as satisfactorily performed;
- Advance deposits may be paid only if expressly authorized and documented in the agreement.

Section 4. Updates to Standard Contracts

The City Manager and City Attorney shall revise all standard service contract templates to include these provisions. No new contracts shall be executed without this language unless waived by a majority vote of the City Commission.

Financial Impact: There is no financial impact.

Proposed Action:

Staff will adhere to the desire of the City Commission.

Attachment(s):

Finding 75: Monitoring of Purchased Services

The City is responsible for monitoring and enforcing the terms and conditions of all contracts to ensure that contract deliverables are appropriately provided, and related payments are adequately supported. Regardless of whether a written contract is properly executed for purchased services, the City is responsible for ensuring that desired services are received at agreed-upon rates and that payments for services are adequately supported by detailed records.

As part of our audit, we requested and examined City records supporting 55 selected payments to vendors totaling \$3.6 million associated with 37 purchased services. Our examination disclosed that payments were not always supported by records evidencing the satisfactory receipt of the services and the appropriateness and accuracy of the amounts billed. Specifically, for 18 (33 percent) of the 55 selected payments we found that:

- 7 payments totaling \$566,684 were not supported by a written contract or other documentation evidencing that the City intended to receive the services from the vendor at the rates charged. These payments included:
 - 2 payments totaling \$407,636 to a vendor (Miami-Dade County) for sewage disposal services. In addition, City records were not provided to evidence that City personnel verified the accuracy of the meter readings shown on the County invoices and used to calculate the amounts due or the accuracy of a \$35,480 adjustment for the “Results of Fiscal Year 2013/14 True-Up” included in one of the County invoices.
 - 2 payments totaling \$38,880 to a vendor for security services billed at \$15.00 per hour. Previously, from August 2013 through January 2015 when the City had a written contract with the vendor, the City paid \$11.70 per hour for these services. In addition, although the vendor invoices indicated the dates security was provided and that 24-hour security was provided each day, City records demonstrating the actual receipt of security services for the dates and hours indicated on the invoices were not provided.
 - A payment for \$52,689 to a vendor for services related to a sanitary sewer evaluation system study, pump station testing, and inspections. In addition, City records were not provided to evidence that the vendor actually provided the billed services.
 - A payment for \$46,975 that included \$45,000 for services related to the preparation of a “Sanitary Sewer Evaluation Phase III report” for the City. In addition, we were not provided a copy of the report the vendor allegedly prepared or other records evidencing that City personnel verified that the City received the billed services.
 - A payment for \$20,504 for which the vendor invoice did not provide enough detail to indicate the exact nature of the services provided or the basis for the late fees charged. No additional records were provided to support this payment.
- 2 payments totaling \$145,807 to a vendor for residential solid waste collection and disposal services were not supported by sufficiently detailed documentation. One \$72,897 payment, dated December 22, 2015, was supported by an invoice for November 2015 residential solid waste collection services. However, City records were not provided to evidence that City personnel verified the accuracy of the amount billed based on the contract terms, which provided that the City would bill and collect from residents a monthly fee and pay the vendor a monthly amount based on the number of residential units served at specified rates.²⁷¹ The other payment, dated March 9, 2017, for \$72,910 was supported by an invoice for “RUBBISH REMOVAL.” However,

²⁷¹ The specified rates varied depending on the number of collection containers assigned to a residence.

the invoice did not include any details as to how the invoice amount was calculated and, although we requested, we were not provided records evidencing the basis for the payment amount.

- 9 payments totaling \$39,666 to a former City Manager for consulting services and related expenses were not adequately supported. Specifically:
 - 4 payments totaling \$25,000 were made pursuant to a written contract that indicated the consultant would perform certain specified tasks such as interfacing with the Miami-Dade County Property Appraiser and Value Adjustment Board, working with the City Attorney regarding “challenge applicants,” implementing a strategic plan for dealing with “unscrupulous methods to avoid paying assessed property values,” working with the economic recovery team, and exploring economic and community development opportunities. The contract provided that the consultant would be paid \$5,000 a month for 5 months beginning April 2015. However, the contract did not require the consultant to provide any deliverables or submit billings with details of activities and actual time spent performing the tasks and City records were not provided to evidence that the consultant had performed the required tasks.
 - A payment for \$666 was supported by an invoice for consultant travel expenses for a trip to Atlanta and Birmingham on official City business. The charges included \$269 for airfare, \$168 for a rental car, \$129 for lodging, and \$100 for checked baggage. However, the invoice did not indicate how the travel expenses related to the tasks specified in the consultant’s contract and was not accompanied by receipts evidencing that the consultant had actually incurred the expenses. No additional records were provided to support this payment.
 - 4 payments totaling \$14,000, including a \$2,000 payment for a retainer and 3 payments of \$4,000 each, were made pursuant to another City contract with the consultant that indicated the consultant would perform certain specified tasks related to the City’s financial recovery plan and be paid \$4,000 a month (the contract was effective January 2016 but did not specify a contract term). However, the contract did not require the consultant to provide any deliverables or submit billings with details of activities and actual time spent performing the tasks and City records were not provided to evidence that the consultant had performed the required tasks.

We also noted that, when a vendor providing commercial solid waste collection and disposal services for the City experienced financial difficulties, another vendor assumed the contract. The contract, which was effective through September 2016, provided that, in exchange for the City granting the vendor the exclusive right to collect and dispose of solid waste from commercial establishments and nonresidential units within the City limits, the vendor would pay the City a monthly franchise fee of 28 percent of the vendor’s gross revenue from billed customers. The City entered into a separate contract with the vendor in February 2015, whereby the vendor agreed to pay the City unpaid franchise fees totaling \$115,823 owed to the City by the previous vendor. The payments were to be paid in 10 consecutive monthly installments of \$11,582.30 beginning March 15, 2015. However, although we requested, we were not provided records evidencing that the vendor made any franchise fee payments to the City, pursuant to either contract. In addition, although we requested, we were not provided records evidencing that City personnel calculated the amount of franchise fees owed to the City based on the vendor’s gross revenue from billed customers or that the City made any effort to collect the franchise fees.

Absent effective monitoring for purchased services, the City has limited assurance that it is receiving the desired services at agreed-upon rates, and there is an increased risk that vendor noncompliance with contract terms will not be detected and overpayments may occur.

Recommendation: The City should enhance policies and procedures to ensure that:

- Prior to payment for contractual services, City personnel document verification that services were satisfactorily received in accordance with the contract or other agreed-upon terms.
- Franchise fees are collected from vendors providing commercial solid waste collection and disposal services.

In addition, we recommend that the City, in consultation with the City Attorney, take appropriate actions to collect unpaid franchise fees.

Finding 76: 5-Year Recovery Plan Consultants

The City was required to prepare and submit a 5-year financial recovery plan to the Governor for the 2016-17 through 2020-21 fiscal years and, to assist in preparing this plan, the City contracted with and obtained services from several consultants. City ordinances²⁷² prescribe requirements for the procurement of consulting and other contractual services. Our audit procedures disclosed deficiencies in City processes for selecting and paying the consultants that assisted the City in preparing the recovery plan.

At its January 25, 2017, meeting, the City Commission adopted a resolution²⁷³ authorizing the City to “piggyback”²⁷⁴ Miami-Dade County’s “miscellaneous management services agreement” with a consultant (Consultant 1) and enter into an agreement with the Consultant for services related to developing the recovery plan. We listened to recordings of the meeting and determined that the Commission’s action was based on a City Manager recommendation to use Consultant 1 because the Consultant had been vetted by the County. The City executed a contract with Consultant 1 on March 1, 2017, that provided that the Consultant’s fees would range from \$40,000 to \$80,000 and, once the fees reached \$40,000, the Consultant would notify the City and provide an estimate of the hours and fees needed to complete the engagement. Our discussions with City personnel and review of documentation associated with this contract disclosed that:

- Although Miami-Dade County used a request to qualify (RTQ) process to identify Consultant 1 as a potential vendor qualified to provide management consulting services for the County, City records did not evidence that the County executed a contract with Consultant 1 prior to the January 2017 City Commission resolution. Consequently, at the time of the resolution, there was no County contract for the City to piggyback.
- City ordinances²⁷⁵ require that, except in certain circumstances, contractual service contracts of \$3,500 or more be awarded using competitive sealed bids or proposals. Although the

²⁷² Sections 2-316(8), 316(10), and 320, City of Opa-locka Code of Ordinances.

²⁷³ City of Opa-locka Resolution No. 17-9306.

²⁷⁴ To “piggyback” is to use another entity’s contract to acquire similar commodities or services at the same or lower price without following prescribed procurement requirements. Section 2-316(10), City of Opa-locka Code of Ordinances, authorized the City Manager to use competitive bids of other public entities within the State of Florida for purchasing purposes when it was determined to be in the City’s best interest.

²⁷⁵ Sections 2-320(b) through (f) and (j), City of Opa-locka Code of Ordinances. According to City ordinances, circumstances for not utilizing a competitive selection process include instances when Federal or State law prescribe to whom the contract is to be awarded, services are available from only one source, or emergency action is needed due to an immediate danger to the public health, safety, or welfare of the City residents.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, SECTION 2-8.4 OF THE CITY OPA-LOCKA CODE OF ORDINANCES TO PROVIDE AN OPTION FOR THE CITY COMMISSION TO ESTABLISH A SEARCH COMMITTEE OR APPOINT BY MAJORITY VOTE A CITY MANAGER, CITY ATTORNEY, OR CITY CLERK; PROVIDING FOR A LOCAL AND/OR NATIONAL SEARCH AT THE OPTION OF THE CITY COMMISSION; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Office of the Auditor General conducted an operational audit of the City of Opa-Locka, Florida ("City") in 2019; and

WHEREAS, the audit cited a lack of adequate controls, within the City, necessary to promote and encourage compliance with applicable State laws, City ordinances, regulations, and other applicable guidelines; and

WHEREAS, the City Commission desires to rectify any outstanding findings determined to be within the City Commission's power and control; and

WHEREAS, in an effort to cure Finding #78, the City Commission desires to adopt the following amendment to Chapter 2, Article I, Section 2-8.4 of the City of Opa-Locka's Code of Ordinances as set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 2, Article I, Section 2-8.4, of the City of Opa-Locka's Code of Ordinances, entitled "Search committee established", which shall read:

Sec. 2-8.4. - Search committee established as option.

(a) There shall ~~shall~~ may be established a five (5) member search committee for the purpose of soliciting, screening and recommending, when applicable, candidates for the positions of city manager, city attorney and city clerk.

(b) The committee shall mean the city commission, or any other such committee appointed by the city commission to solicit, screen and recommend candidates for the positions of city manager, city attorney and city clerk. The committee shall elect a chairperson and determine its meeting dates and times. The committee shall notice and conduct its meetings in accordance with the City's Charter and Code, and applicable federal, state and local laws. If the city commission decides to appoint a search committee, other than itself to serve, the names of the appointees of the mayor and each commissioner shall be submitted to the city clerk not later than ten (10) days of the position becoming vacant.

(c) If a search is conducted, ~~The~~ the search committee shall make every effort to conduct a thorough local and /or nationwide search for candidates for the positions of city manager, city attorney and city clerk.

(d) In conducting its search for candidates, the committee shall use, at a minimum, the qualifications for the positions contained in articles I, III and V, respectively, of the City Charter as the criteria for evaluating each candidate.

(e) The committee shall convene and conduct its search and make a recommendation, if applicable, of no more than five (5) candidates for the vacant position.

(f) The search committee's ~~term~~ shall dissolve ~~and~~ automatically upon the appointment by the ~~at such time as the city commission~~ of a candidate to the vacant position. ~~makes appointments to the positions of city manager, city attorney and city clerk.~~

(g) Nothing set forth in this section shall be prevent the City Commission from directly appointing a candidate by a majority vote of the City Commission for the positions of City Manager, City Clerk and City Attorney.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be

made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2025.

PASSED SECOND READING this ____ day of _____ 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Sponsored By: Interim City Manager

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Commissioner Santiago	_____ (Yes)	_____ (No)
Vice Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



**City of Opa-locka
Agenda Cover Memo**

Interim City Manager:	Sha'mecca Lawson		ICM Signature:				
Commission Meeting Date:	6.11.2025		Item Type: (Enter X in the box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in the box)	Yes	No	Ordinance Reading: (Enter X in the box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in the box)	Yes	No	Yes	No
				X		X	
Funding Source: Account#: 44-538638	(Enter Fund & Dept.)		Advertising Requirement: (Enter X in the box)	Yes		No	
				align="center"> X			
Contract/P.O. Required: (Enter X in the box)	Yes	No	RFP/RFQ/Bid#:	N/A			
		X					
Strategic Plan Related (Enter X in the box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organization ☐ Bus. & Economic Development ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐				
Sponsor Name:	Mayor Taylor		Department:	City Commission			

Short Title:

AN ORDINANCE AMENDING SECTION 2-8.4 OF THE CITY CODE TO PROVIDE THE CITY COMMISSION WITH THE OPTION TO ESTABLISH A SEARCH COMMITTEE, CONDUCT A LOCAL AND/OR NATIONAL SEARCH, OR APPOINT BY MAJORITY VOTE CANDIDATES FOR THE POSITIONS OF CITY MANAGER, CITY ATTORNEY, OR CITY CLERK.

Staff Summary:

The Office of the Auditor General conducted an operational audit in 2019. The audit disclosed a pervasive lack of adequate controls necessary to promote and encourage compliance with applicable State laws, City ordinances and regulations, and other applicable guidelines. The Mayor desires to cure any outstanding findings determined to be within the City Commission's parameters. Finding #78 determined that the City did not follow City ordinances when selecting a law firm to act as City Attorney and the contract executed with the selected firm contained several deficiencies. To cure the finding number , the following amendments shall be adopted.

Sec. 2-8.4. – Search Committee Established.

(a) The City Commission shall have the option to:

1. Establish a five (5) member search committee;
2. Conduct a local and/or national search; or
3. Appoint a candidate by a majority vote of the City Commission for the positions of City Manager, City Attorney, or City Clerk.

(b) If the City Commission elects to establish a search committee, the committee shall be composed of five (5) members for the purpose of soliciting, screening, and recommending, when applicable, candidates for the aforementioned positions.

(c) For the purposes of this section, “committee” shall mean:

1. The City Commission sitting as a search committee; or
2. Any other such committee appointed by the City Commission to carry out the duties described herein.

The committee shall elect a chairperson and determine its meeting dates and times. All meetings shall be publicly noticed and conducted in accordance with the City Charter, Code of Ordinances, and applicable federal, state, and local laws.

If the City Commission decides to appoint a search committee, the names of the appointees of the Mayor and each City Commissioner shall be submitted to the City Clerk no later than ten (10) days after the position becomes vacant.

(d) The search committee shall make every reasonable effort to conduct a thorough local and/or national search for candidates.

(e) In evaluating candidates, the committee shall, at a minimum, use the qualifications set forth in Articles I, III, and V of the City Charter, respectively, for each position.

(f) Upon completion of the search, the committee shall recommend no more than five (5) qualified candidates for consideration by the City Commission.

(g) The search committee shall dissolve automatically upon the appointment by the City Commission of a candidate to the vacant position.

Financial Impact- There is no financial impact.

Proposed Action:

Staff will adhere to the desire of the City Commission.

Attachment(s):

requiring detailed billings, the City cannot be assured that invoices for services are in accordance with the contract, thereby increasing the risk of over payments for those services.

Recommendation: The City should establish policies and procedures, consistent with State law, requiring:

- The establishment and use of an audit committee to select auditors.
- Use of detailed descriptions of evaluation criteria and written evaluation committee instructions for reviewing and scoring RFP responses using those criteria.
- Documented explanations when individual evaluator scores vary significantly for a specific criterion.
- Maintenance of records justifying procurement decisions that deviate from audit committee rankings and management recommendations.

In addition, we recommend that the City ensure that contracts for audit services include provisions required by State law and that, prior to payment, City personnel verify that invoices for audit services provide sufficient detail to demonstrate compliance with the terms of the audit services contract.

Finding 78: Legal Services

Pursuant to its Charter,²⁹⁵ the City contracts with a law firm to act as the City Attorney. When seeking candidates to fill a City Attorney position vacancy, City ordinances²⁹⁶ require the City to establish a search committee.

At its February 19, 2015, meeting, the City Commission directed City personnel to issue an RFP for the City Attorney vacancy and at its March 5, 2015, meeting, the City Commission selected a firm to serve as the City Attorney. During the period October 2015 through April 2017, the City paid the firm \$486,809 for its services.

Our examination of City records and discussions with City personnel regarding the process used to select the City Attorney disclosed:

- Pursuant to City ordinances,²⁹⁷ the search committee was required to “make every effort to conduct a thorough local and nationwide search for candidates” for the City Attorney position. Although we requested, we were not provided City records evidencing that the City Attorney vacancy was advertised in a manner to attract non-local firms. Such advertising could have included, for example, advertisements in publications such as the Florida Bar Journal or publications of national organizations affiliated with legal services, or direct solicitation of RFPs from non-local firms. Consequently, City records did not evidence compliance with the requirement to conduct a nationwide search for candidates for the City Attorney position.
- Pursuant to City ordinances,²⁹⁸ the search committee was required to evaluate the candidates’ qualifications and recommend no more than five candidates for consideration to fill the position. At the City Commission’s March 5, 2015, meeting, representatives of four candidate firms made presentations to the City Commission and answered questions, after which the City Commission

²⁹⁵ Section 3.7, City of Opa-locka Charter.

²⁹⁶ Section 2-8.4, City of Opa-locka Code of Ordinances.

²⁹⁷ Section 2-8.4(c), City of Opa-locka Code of Ordinances.

²⁹⁸ Section 2-8.4(d) and (e), City of Opa-locka Code of Ordinances.

selected one of the candidates to serve as the City Attorney. Although we requested, we were not provided records evidencing the criteria used to evaluate the four candidates or how the candidates were ranked based on such criteria. Consequently, City records did not demonstrate that the City Commission selected the best candidate.

- The firm that previously acted as City Attorney was paid a retainer of \$16,667 per month whereas the initial contract with the new firm provided for a retainer of \$22,000 per month, an increase of \$5,333 or 32 percent per month. Although we requested, City personnel did not provide an explanation or records evidencing the City's methodology for determining the reasonableness of the new firm's monthly retainer.

Under the above conditions, the City's chances of finding the most qualified law firm at a reasonable cost were significantly diminished. Use of a documented competitive selection process would demonstrate the City Commission's commitment to the fair, equitable, and economical procurement of legal services.

The City Commission, at its March 30, 2015, meeting, adopted a resolution²⁹⁹ approving a contract be executed with the new firm selected to serve as the City Attorney. City ordinances³⁰⁰ require that every procurement of contractual services be evidenced by a written agreement (contract) embodying all provisions and conditions of the procurement. Properly written contracts protect contracting party interests, identify the responsibilities of all parties, define the services to be performed, and provide the basis for payment. In addition, pursuant to State law,³⁰¹ when the City enters into a contract, or renewal or renegotiation of an existing contract, that contains a provision for severance pay, the contract must also include a provision that precludes severance pay from exceeding 20 weeks of compensation and a provision prohibiting severance pay when the contractor has been fired for misconduct, as defined by State law.³⁰²

Our examination of City records and discussions with City personnel regarding the City's contract with the law firm disclosed that:

- The City Manager executed a contract with the firm on March 5, 2015, the date the City Commission selected the firm to serve as City Attorney, but 25 days before the City Commission officially approved the contract. Execution of a contract prior to City Commission approval and failure to maintain documentation evidencing the proposal terms increases the risk that the terms of the contract may not be favorable to the City or consistent with City Commission intent.
- At its December 14, 2016, meeting, the City Commission approved certain revisions to the contract, including extending the contract period through February 5, 2019. The revised contract provided that the City may terminate its contract with the firm for "Good Cause" (defined as breaching material terms of the contract), in which case the firm would be paid 5 months (or the equivalent of 21.7 weeks) of compensation. However, there is no apparent public purpose served by providing severance pay to a firm for material breach of contract and the provision is contrary to State law,³⁰³ which requires contracts to specify that severance pay may not exceed 20 weeks of compensation and to prohibit severance pay in the event the firm is fired for misconduct.

²⁹⁹ City of Opa-locka Resolution No. 15-8952.

³⁰⁰ Section 2-321(a), City of Opa-locka Code of Ordinances.

³⁰¹ Section 215.425(4)(a), Florida Statutes.

³⁰² Section 443.036(29), Florida Statutes.

³⁰³ Section 215.425(4)(a)1. and 2., Florida Statutes.

In addition, the Executive Office of the Governor, Office of the Chief Inspector General (CIG), issued a report³⁰⁴ describing several other deficiencies regarding the City Attorney contract related to scope of services, compensation, method for billing chargeable time, travel expenses, private work, and terms that should have been included in the contract. Given these contract deficiencies, the City may be limited in its ability to require satisfactory performance in the event of a dispute with the City Attorney. Also, severance pay contract provisions that are contrary to good business practices and State law could result in the City Attorney inappropriately receiving severance pay or receiving severance pay exceeding amounts permitted by State law.

The contract revisions approved by the City Commission at its December 14, 2016, meeting included a reduction of the monthly retainer from \$22,000 to \$19,800 per month effective October 1, 2016. However, according to City records, the City continued to pay a monthly retainer of \$22,000 for the months of October through December 2016, for a total apparent overpayment of \$6,600 (this overpayment was also noted in the aforementioned CIG report). The City Attorney's law firm detected the overpayment and reimbursed the City for the \$6,600 overpayment in October 2017. In the absence of effective contract monitoring, including procedures to ensure that contractors comply with applicable contract terms and conditions and invoices support the receipt of specified services, the City has limited assurance that it is receiving desired services at agreed-upon rates, and there is an increased risk of overpayment to the contractor.

Recommendation: For future selections of a law firm to serve as City Attorney, the City should:

- Ensure compliance with City ordinances is documented.
- Execute a contract with the selected firm only after the proposed contract has been approved by the City Commission.
- Ensure that contract provisions are consistent with State law and good business practices.

In addition, we recommend that the City amend the City Attorney contract to address the above-noted deficiencies and those noted by the CIG and enhance controls over contract monitoring to ensure payments to the City Attorney are made in accordance with the contract.

Finding 79: Insurance Procurement

The City obtains insurance coverages for general liability, motor vehicle, property, and workers' compensation through the Florida Municipal Insurance Trust (FMIT).³⁰⁵ According to City records, FMIT annual premium assessments have increased significantly over the past several fiscal years. For example, FMIT annual premium assessments for these coverages increased from \$1 million for the 2013-14 fiscal year to \$1.7 million for the 2017-18 fiscal year, a 68-percent increase.

City ordinances³⁰⁶ require formal bids and written contracts for insurance purchases exceeding \$5,000. Although we requested, we were not provided records evidencing that a competitive selection process was used for the most recent procurement of insurance. Additionally, although City ordinances³⁰⁷

³⁰⁴ CIG June 20, 2018, report titled *Review of City of Opa-locka Legal Services*.

³⁰⁵ FMIT is a nonprofit, tax-exempt risk-sharing pool that provides coverage for public entities within the State of Florida.

³⁰⁶ Sections 2-317 and 2-319(a), City of Opa-locka Code of Ordinances.

³⁰⁷ Section 2-319(a)4., City of Opa-locka Code of Ordinances.

Sponsored by: Vice Mayor Kelley

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 5 ENTITLED CIVIL SERVICE BOARD, SPECIFICALLY SECTION 2-526 TO SPECIFY THAT THE CIVIL SERVICE BOARD SHALL HAVE THE POWER TO RECOMMEND ON MATTERS THROUGH HEARING FROM CITY EMPLOYEES AT A PROPERLY NOTICED MEETING; AMENDING SECTION 2-530 TO AMEND THE ROLE OF THE HUMAN RESOURCES DIRECTOR; AMENDING SECTIONS 2-534 TO CLARIFY DEFINITIONS FOR CLASSIFIED AND UNCLASSIFIED SERVICE; AMENDING SECTION 2-535 TO DELETE CERTAIN INAPPLICABLE RESPONSIBILITIES OF THE HUMAN RESOURCES DIRECTOR; AMENDING SECTION 2-536 TO DELETE THE WORD "OFFICERS" FOR HIGHER VACANCIES; AMENDING SECTION 2-537 TO DELETE CERTAIN INAPPLICABLE TIMELINES; AMENDING SECTION 2-539 TO REMOVE PENALTIES; AMENDING SECTION 2-541 TO SPECIFY PERSONS EXEMPT FROM TESTS; DELETING AND REPLACING OLD SECTION 2-542 WITH NEW LANGUAGE TO SPECIFY THAT IN THE CASE OF CONFLICT, COLLECTIVE BARGAINING AGREEMENTS SHALL PREVAIL OVER THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") adopted a new charter on November 6, 2012, thereby abolishing the Civil Service Board that was set forth in the old charter; and

WHEREAS, the City Commission re-established a new Civil Service Board on June 18, 2018, however, said board has been inactive since that time and City operations have significantly changed, including the adoption of new collective bargaining agreements; and

WHEREAS, the City Commission desires to more specifically define the powers and duties of the Civil Service Board and the Department of Human Resources as set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Section 2-526 entitled "Powers and Duties" to read as follows with all other provisions of this section remaining the same:

Sec. 2-526. Power and duties.

The board shall have power to:

- (1) Advise the city commission and the city manager on issues concerning personnel administration.*
- (2) Advise and recommend to assist the city manager on matters fostering the interest of institutions of learning, civic, professional and employee organizations in the improvement of personnel standards in the municipal service.*
- ~~(3) Hear appeals in case any officer or employee in the classified service is suspended, reduced or removed, and report in writing to the city manager its findings and recommendations.~~ Hear from any employee appearing in person during a properly noticed meeting of the civil service board who desires to express concerns regarding personnel matters or working conditions. If deemed valid by the board, make reasonable and appropriate inquiry to the City Manager and allow no ~~less~~ more than twenty (20) days for the City Manager to respond before making a recommendation to the City Manager that is approved by a majority the board's members. In the event the City Manager does not respond, nothing herein shall prohibit the civil service board from making recommendations to the City Manager. The City Manager shall provide a report of the matters brought forward by the employees.*
- (4) Perform such other duties ~~with reference to personnel administration~~ not otherwise inconsistent with the charter or any city commission approved contracts with a recognized union, as the city commission may require by ordinance.*

Section 2. Amending Section 2-530 entitled "Powers of Human Resources Director"

to read as follows with all other provisions of this section remaining the same:

Sec. 2-530. Powers of human resources director.

That the human resources director shall have power and shall be required to:

- (1) Hold competitive examinations for all appointments in the classified service, restricted to persons qualified to perform the duties of the position where practicable;
- (2) Give wide publicity through appropriate channels in each case to all announcements of competitive examinations to the end of encouraging qualified persons to take such examinations;
- (3) Prepare ~~and recommend to the civil service board such personnel~~ rules that shall be reviewed by the civil service board prior to implementation where practicable; ~~as he or she may consider necessary, appropriate or desirable to carry out the provisions hereof;~~
- (4) Prepare, install, and maintain a classification plan based on the duties, authority and responsibility of positions in the city service;
- (5) Prepare and maintain a pay plan for all City employees which shall be reviewed by the civil service board prior to implementation in the city service;
- (6) Establish and maintain a roster of all City employees in the municipal service in which there shall be set forth:
 - a. The class title of the position held,
 - b. Salary or pay,
 - c. Any changes in class title, pay or status,
 - d. Such other data as maybe deemed desirable or useful to produce significant facts pertaining to personnel administration;
- (7) Periodically review ~~Certify~~ all payrolls for persons in the classified service; ~~No payment for personal service to any person in the classified service of the city shall be made unless the payroll vouchers bear the certification of the human resources director or his or her authorized agent that the persons mentioned therein have been appointed and employed in accordance with the provisions of this article;~~
- (8) Develop and establish training and educational programs for persons in the municipal service;
- (9) Investigate periodically the operation and effect of the human resources department and the rules promulgated thereunder, and report annually his or

her findings and recommendations to the city manager, with a copy to the civil service board;

- (10) Perform such other and different lawful acts and functions as he or she may deem necessary or desirable to enforce the purposes and provisions of this article.

Section 3. Amending Section 2-534 entitled "Divisions of Civil Service" to read as follows with all other provisions of this section remaining the same:

Sec. 2-534. Divisions of Civil Service Definitions for classified service and unclassified service

- (1) Classified service (Non-Exempt). The classified service shall comprise ~~all positions not specifically included by this section in the unclassified service.~~ of paid hourly employees, governed by the Fair Labor Standards Act (FLSA) receiving a minimum hourly wage and overtime rate of 1 ½ times the hourly rate if the employee works more than 40 hours per week.

- (2) Unclassified Service (Exempt). The unclassified service shall comprise the following offices and positions and shall not have a right or appeal before the before the Civil Service Board: ~~That the civil service of the city shall be divided into the unclassified and the classified service.~~

~~(1) —Unclassified service, Exempt.~~

- a. Members of the city commission and other elective officers, and persons appointed to fill vacancies in elective offices;
- b. The city clerk;
- c. The city attorney;
- d. The city manager, and the assistant city manager, if any;
- e. The directors of departments;
- f. One (1) principal assistant or deputy and one (1) executive secretary to the city manager, if any, and to each of the directors of departments;
- g. Members of boards and commissions in the city's service;
- h. Persons employed to make or conduct a special inquiry, investigation, examination or installation, if the city commission or the city manager of the city certifies that such employment is temporary, and that work should not be performed by employees in the classified service;
- i. Employees subject to collective bargaining agreements;
- j. Supervisory and managerial positions;
- k. Human resources specialists;
- l. Risk Manager;
- m. Building Official

n. Any Legislative Aide

o. Any classification or position not specified in the above exemptions as may be designated as exempt by City Commission resolution or by a determination of the Florida Public Employee Relations Commission.

Section 4. Amending Section 2-535 entitled "Human Resources Director to Prepare and maintain Record of Service" to read as follows with all other provisions of this section remaining the same:

Sec. 2-535. Human resources director to prepare and maintain record of service.

- (a) That the human resources director shall prepare and maintain an up-to-date record of the authority, duties and responsibilities of each position in the classified service. ~~Within one (1) year after the appointment of the first director under this article, the director shall prepare and submit to the city manager a plan of classification and grading of all such positions according to similarity of authority, duties and responsibilities. The city manager shall submit the classified plan to the commission with such changes as he or she deems desirable and such plan shall take effect when adopted by the commission or on the thirtieth day after it is submitted to the commission if prior thereto the commission has not disapproved it by resolution.~~
- (b) *Changes in classification.* Changes in the classification plan which the director deems ~~desirable~~ appropriate may be recommended to the City Manager and approved by the City Commission, and ~~adopted from time to time in the same manner as herein provided for the original adoption of the plan.~~
- (c) *Allocation of positions to proper classification.* As promptly as practicable after the adoption of the classified service employees classification plan and after any amendment thereof, the director shall, with the approval of the city manager, allocate each position in the classification service to the appropriate class therein on the basis of its authority, duties and responsibilities. Thereafter, as new positions are created or additional classes are established, or existing classes are divided, combined, altered or abolished, the director shall make such allocations or reallocations of positions to new or existing classes as are necessitated thereby.
- (d) *Use of class titles.* Following the adoption of all classified service employees within ~~of~~ the classification plan and the allocation to classes therein of positions in the classified service, the class titles set forth therein shall be used to designate such positions in all official records, documents, vouchers and communications, and no person shall be appointed to or employed in a position in the classified service under any class title which has not been approved by the director as appropriate to the duties to be performed.

- (e) *Request for hearing on allocation or reallocation.* Employees affected by the allocation or reallocation of a position to a class, or by any changes in the classification plan, shall be afforded an opportunity to be heard thereon provided that they shall file with the director within ten (10) days from any such allocation, reallocation or change a written request for a hearing.

Section 5. Amending Section 2-536 entitled "Filling of vacancies in Higher Positions"

to read as follows with all other provisions of this section remaining the same:

Sec. 2-536. Filling of vacancies in higher positions.

That vacancies in higher positions in the classified service of the city shall, as far as practicable, be filled by promotion from lower classes following competitive tests; provided that in case the city so directs, such positions shall be filled by competitive tests open not only to city officers and employees serving in lower classes, but also to persons not in the service of the city. A change from a position in any class to a position in another class for which a higher maximum rate of pay is prescribed shall be considered a promotion. The director of personnel shall, to the extent he or she considers such action desirable, indicate the principal or normal lines of promotion from and to each class in the class specifications or in regulations.

Section 6. Amending Section 2-536 entitled "Filling of vacancies in Higher Positions"

to read as follows with all other provisions of this section remaining the same:

Sec. 2-537. Schedule of pay.

That the human resources director shall prepare for the city manager a standard schedule of pay for each position in the classified service. The city manager shall submit the pay plan to the civil board for review prior to submitting said plan to the city commission with such changes as he deems desirable and such plan shall take effect when adopted by the commission. ~~or on the thirtieth day after it is submitted if prior thereto the commission has not disapproved it by resolution.~~ The pay plan adopted by the commission shall include a minimum and maximum and such intermediate rates as may be deemed desirable for each class of position. Any pay recommendations relevant to positions covered by a union contract shall be exempt from consideration.

Amendments to the pay schedule may be adopted by the commission from time to time, upon recommendation of the city manager. In increasing or decreasing items in the city budget, the commission shall not increase or decrease any individual salary

items but shall act solely with respect to classes of positions as established in the classification and pay plans. In no event shall the commission reduce the salary of a class below the minimum or raise it above the maximum salary established by the pay plan except by amendment of the pay plan.

Section 7. Amending Section 2-539 entitled "Prohibited Acts; Penalty for Violation." to read as follows with all other provisions of this section remaining the same:

Sec. 2-539. Prohibited acts; penalty for violation.

That no person shall willfully or corruptly make any false statement, certificate, mark, rating or report in regard to any test, certification, or appointment held or made under the personnel provisions of this ~~charter~~ ordinance or in any manner commit or attempt to commit any fraud preventing the impartial execution of such personnel provisions or of the rules and regulations made thereunder. No ~~officer or~~ employee in the ~~classified~~ service of the city shall continue in such position after becoming a candidate for nomination or election to any public office. No person seeking appointment to or promotion in the classified service of the city shall either directly or indirectly give, render or pay any money, service or other valuable thing to any person for or on account of or in connection with his test, appointment, proposed appointment, promotion or proposed promotion. No person shall orally, by letter, or otherwise solicit or be in any manner concerned in soliciting any assessment, subscription or contribution for any political party or political purpose whatever from any person holding a position in the classified service of the City. No person holding a position in the classified service of the city shall make any contribution to the campaign funds of any political party or any candidate for public office or take any part in the management, affairs or political campaign of any political party, further than in the exercise of his rights as a citizen to express his opinion and to cast his vote.

Any person who by himself or with others willfully or corruptly violates any of the provisions of this section shall ~~be guilty of a misdemeanor and shall upon conviction thereof by a court of competent jurisdiction be punished by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment. Any person who is convicted under this section shall for a period of five (5) years be~~ shall be ineligible for appointment to or employment in a position in the city service for a period of five (5) three (3) years as determined by the City Manager. ~~and shall, if he be an officer or employee of the city, immediately forfeit the office or position he holds.~~

Section 8. Amending Section 2-540 entitled "Suspension; Reduction in Payor Class; Appeal" to read as follows with all other provisions of this section remaining same:

Sec. 2-540. Suspension; reduction in payor class

That any ~~officer or~~ employee in the classified service of the city who has not completed his working test period or who is serving under provisional, temporary, or emergency appointment may be suspended, reduced in pay or class, or removed at any time by the officer having power to appoint a successor. A copy of the notice of such suspension, reduction, or removal shall be transmitted to the human resources department.

Any ~~officer or~~ employee in the classified service of the city who has been appointed following certification from a reemployment or employment list may be suspended, reduced in pay or class, or removed for cause at any time during the working test period by the officer having power to appoint a successor, by giving him written notice of such suspension, reduction, or removal together with a statement of the reasons therefor. A copy of such statement shall be transmitted to the human resources department.

Any ~~officer or~~ employee in the classified service of the city who has completed the working test period may be suspended, reduced in pay or class or removed by the officer having authority to appoint a successor, in the manner prescribed in this section as supplemented by the rules of the human resources department. A written notice of the suspension, reduction, or removal, stating the reasons therefor and when it is effective, shall be given to such officer or employee or mailed to his usual place of residence.

~~Such officer or employee within five (5) business days after the delivery or mailing to him or her of such written notice may appeal in writing to the civil service board for a hearing. The civil service board shall immediately fix a place and a time not later than five (5) thirty (30) business days after such appeal for holding a public hearing, at which the officer or employee suspended, reduced or removed shall have the right to appear and be heard in person. The civil service board may, at the request of the officer ordering the suspension, reduction or removal, or of the officer or employee whose suspension, reduction or removal has been ordered, call other persons for the purpose of ascertaining the facts. A specific person shall be voted upon and designated by the civil service board for the call. The civil service board may make any further investigation which it thinks deems proper. Within forty eight (48) hours after the completion of the public hearing or such investigation, civil service board shall report its findings to the City Manager for review and reconsideration, which shall be conclusive. A copy of the written statement given the officer or employee, a copy of any written reply thereto and a copy of the findings of the civil service board shall be filed as a public record in the office of the human resources department.~~

Section 9. Amending Section 2-541 entitled “Persons Exempt from Working Tests; Probationary Appointments” to read as follows with all other provisions of this section remaining same:

Sec. 2-541. Persons exempt from working tests; probationary appointments.

That any person holding ~~an office or~~ a position in the classified service of the city when this act takes effect who shall have served in such position for a period of at least nine (9) months immediately preceding, shall be retained without preliminary or working tests and shall thereafter be subject in all respects to the provisions of this article. ~~Other persons in the city service at the time this article takes effect shall be regarded as holding their positions under probationary appointments; provided, however, that after the effective date of this article, if and when the City of Opa Locka shall, by appropriate action of its city commission acquire or assume as a municipal function the operation, administration or management of any then existing, private or quasi public business or activity, by the terms of which acquisition or assumption the employees or personnel of such then existing business or activity becomes employees or personnel of the City of Opa locka, such employees or personnel shall be deemed to have received probationary appointments, effective as of the date such municipal operation begins, to the classification which embraces their respective positions.~~

Section 10. Amending Section 2-542 entitled “Acceptance of unclassified position by person in classified service” to delete said section and replace with new language pertaining to conflicts with collective bargaining agreements to read as follows:

~~Sec. 2-542 Acceptance of unclassified position by person in classified service.~~

~~Any employee in the classified service who accepts an appointment to an unclassified position shall retain his civil service status for a period of six (6) months from the date when he assumes the duties of the unclassified position. If, at that time, he still holds the unclassified position, he must exercise the option of returning to his classified position or giving up his status on the classified rolls. Any classified employee who has held such unclassified position for a period of six (6) months preceding the passage of this section must immediately upon its adoption exercise the above option.~~

Section 11. Amending to add new Section 2-542 entitled “Conflict with Collective Bargaining Agreements” shall be amended to read with all other provisions of this section remaining same:

Sec. 2-542. Conflict with Collective Bargaining Agreements

Nothing set forth herein shall conflict with an existing collective bargaining agreement that may otherwise apply.

Section 11. No Retaliation Against Employees. No employee shall be retaliated against for appearing before the civil service board to express personnel concerns or concerns of working conditions.

Section 12. Inclusion in Code. It is hereby the intent that the provisions of this Ordinance may become and be made a part of the Code of Ordinance of the City of Opa-locka, Florida.

Section 13. Scrivener’s Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

Section 14. Conflict and Repealer. Any provision of any City of Opa-locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

Section 15. Liberal Construction. The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

Section 16. Severability. If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

Section 17. Effective Date. This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor’s Designee.

PASSED FIRST READING this _____ day of _____, 2025.

PASSED SECOND READING this ____ day of _____, 2025.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Ervin	_____ (Yes)	_____ (No)
Commissioner Santiago	_____ (Yes)	_____ (No)
Vice Mayor Kelley	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Interim City Manager:	Sha'mecca Lawson		ICM Signature:		
Commission Meeting Date:	6.11.2025		Item Type:	Resolution	Ordinance
			(Enter X in box)	X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
			Public Hearing: (Enter X in box)	Yes	No
		X			
Funding Source: Account#:	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes	
				No	
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	Vice Mayor Kelley		Department:	City Commissioner	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AMENDING ARTICLE XI, DIVISION 5 ENTITLED "CIVIL SERVICE BOARD".

Staff Summary:

The Civil Service Board was abolished in 2012 and re-established in 2018 but has remained inactive. The City has significantly changed its operations since this time and it is in the best interest of the city to amend Article XI, Division 5, entitled Civil Service Board. It is believed the civil service board shall have power to advise on matters through hearing from city employees. Amendments to this ordinance shall be made to the role of the human services director, deletion of inapplicable responsibilities and timelines, removal of penalties, exemptions of persons from testing, and specify that collective bargaining agreements supersedes in conflict cases.

Financial Impact – There is no incremental cost in staff preparing a recommendation to amend the Civil Service Ordinance.

Proposed Action:

Upon adoption, the Interim City Manager will effectively meet current City Civil Service requirements.

Attachment:

**CITY OF OPA-LOCKA
CITY ATTORNEY'S OFFICE MEMORANDUM**

TO: Commissioner Kelley

Cc: Darwin Williams, Interim City Manager
Joanna Flores, City Clerk

FROM: Burnadette Norris-Weeks, Esq., City Attorney

DATE: June 14, 2023

Re: **Civil Service Board Draft Ordinance for Upcoming Agenda**

Find attached revisions to the civil service draft ordinance that we have been discussing.

As you know, the Civil Service Board can only be advisory at this point and the current ordinance is inconsistent with the Charter. At a recent meeting, the City Commission was made aware that my office would be working with you to craft language that would give the board additional authority to advise a city manager.

Just yesterday, I received two communications, through the City Clerk's Office, from two attorneys desiring to appear before the Civil Service Board. My position is that the current language in the Civil Service Board Ordinance is inconsistent with the provisions of the City Charter, and to that extent, those provisions are severable and inapplicable.

We also discussed that you want to invite the new Human Resources Director to carefully review the attached ordinance and make any comments and recommendations (through the Interim City Manager) prior to the next regular meeting of the City Commission within a staff report and through a meeting with you.

Per your request, the draft ordinance allows the Civil Service Board to hear from any employee at a properly noticed meeting without fear of retaliation.

The Interim City Manager is copied here so that he can prepare a staff report for the upcoming commission agenda and schedule any needed meetings with you.

I remain available for any questions or comments.

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