

**SUBMIT HARDCOPY DOCUMENTS TO:**



**City of Arcadia  
Office of the City Clerk  
23 North Polk Avenue  
Arcadia, Florida 34266**

**City of ARCADIA, Florida**

**NOTICE OF AVAILABILITY**

**Solicitation Type: Request For Proposal**

**RELEASE DATE: TUESDAY, FEBRUARY 5, 2019**

**SOLICITATION #: RFP2019-01**

**PROPOSAL NAME: CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES**

**SCOPE:** The City of Arcadia invites proposals from qualified firms experienced in providing information technology services as described within the context of the Request for Proposal.

**PUBLIC NOTICE OF AVAILABILITY:**

- [www.arcadia-fl.gov](http://www.arcadia-fl.gov)
- [www.demandstar.com](http://www.demandstar.com)
- Purchasing Department, 23 N Polk Avenue, Arcadia, Fl 34266
- Posted Margaret Way Building
  - Posted: Tuesday, February 5, 2019
- Arcadian News Paper
  - Published: Thursday, February 7, 2019

**DUE DATE AND TIME FOR SUBMITTING A SUBMITTAL PACKAGE IS: MONDAY, FEBRUARY 25, 2019 at 2:00 P.M.** or as may be amended by the subsequent issuance of addenda.

**INQUIRIES AND CLARIFICATIONS REQUESTS**

**DEADLINE: MONDAY, FEBRUARY 18, 2019 at 12:00 P.M.** All questions to the terms and conditions of the scope of work of this proposal shall be submitted in writing via mail, fax, or e-mail to the authorized City contact.

**AUTHORIZED CITY CONTACT:**

Darlene Davis, Fiscal Assistant  
City of Arcadia Purchasing Department  
23 North Polk Avenue  
Arcadia, Florida 34266  
Phone: 863-494-4114 Fax: 863-494-4623  
Email: ddavis@arcadia-fl.gov

Submittal packages in response to this Solicitation must be submitted in the following method: Sealed in an envelope and delivered to:

Penny Delaney, City Clerk  
City of Arcadia  
23 North Polk Avenue  
Arcadia, Florida 34266

Refer to the Submittal Package Information & Instructions section, in this document, for additional detailed instructions for submitting a response.

Submittal Packages received in response to this solicitation and received by the established due date and time specified will be publically opened and read aloud in the Council Chambers, Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida on **MONDAY, FEBRUARY 25, 2019 at 2:00 P.M. or soon thereafter**. The opening and reading shall be in the presence of the Purchasing Agent and witness. Proposers and the general public may attend but are not required to do so.

**BIDDER/PROPOSER REGISTRATION**

FAX: (863)494-4623

Please register as a vendor using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Mailing address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

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

*All first time vendors must submit a W-9 Form with their response.*

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Solicitation # **RFP2019-01**

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**SECTION 1:**  
**General Conditions & Instructions**

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
GENERAL CONDITIONS & INSTRUCTIONS**

**1. PURPOSE:**

- A. INTENT OF RFP:** It is the intent of the City of Arcadia, Florida to select a qualified firm experienced in providing information technology services. The scope of technical support services required under this RFP encompasses onsite and remote support for the City's Information Technology (IT) resources. All critical services must be monitored and responded to on a 7x24x365 basis, including weekends and holidays.
- B. TIME AND DUE DATE:** The City of Arcadia will accept initial proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida no later than **MONDAY, FEBRUARY 25, 2019 AT 2:00 P.M.**
- C. BACKGROUND:** The City of Arcadia is a municipal corporation of the State of Florida located in DeSoto County and is the only incorporated City in the County. The City is comprised of 4 square miles with an estimated population of 8,025.

The City operates under an elected Council administrative/legislative form of government. Council Members are elected to a four (4) year staggered term with no term limit.

The City of Arcadia provides a range of municipal services. The public safety operation includes police, as well as code enforcement and zoning. Public recreation sites consisting of parks, ball fields, tennis courts and an 18 Hole Golf Course makeup the City's recreational services. The City also has a municipal airport. Public Works provides essential street and highway maintenance, signalization, landscape maintenance, storm water utilities and solid waste collection. The Utilities Department provides and maintains water services, sewer services and reclaimed water.

- 2. TERM OF CONTRACT/CONTRACT AWARDS:** The City anticipates entering into contract with the firm who submits the proposal judged to be responsive, responsible and most advantageous to the City. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the Arcadia City Council and both parties execute a contract. This contract will become effective immediately upon approval by the City Council.

The City anticipates awarding a Service Provider Agreement for a term of five (5) years. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including renewals, unless amended by mutual agreement of the parties.

- 3. DEVELOPMENT COSTS:** The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.
- 4. CONE OF SILENCE:** Once the formal solicitation has been issued, communication from a prospective proposer is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Arcadia, from the issuance of the specifications until the Council makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid or any future bid. The only exceptions to the foregoing rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; (2) any questions relative to interpretation of specifications or the formal solicitation process shall be addressed to the authorized City Contact as stated below in "Inquiries."

5. **INQUIRIES:** The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the authorized City Contact:

**Darlene Davis, Fiscal Assistant  
City of Arcadia Purchasing Department  
23 North Polk Avenue  
Arcadia, Florida 34266  
Phone : 863-494-4114; Fax: 863-494-4623  
Email: ddavis@arcadia-fl.gov**

The City will respond to written, emailed or faxed, inquiries received at least seven (7) days (Monday, February 18, 2019 at 12:00 p.m.) prior to the RFP due date.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. It shall be the responsibility of the proposer, prior to submitting their proposal, to contact the City to determine if addenda were issued, then acknowledging and incorporating them into their proposal.

6. **PROPOSAL SUBMISSION AND WITHDRAWAL:** The City will receive proposals clearly marked on the outside with: **RFP 2019-01 - TECHNICAL SUPPORT SERVICES.** Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Council. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
7. **PROPOSAL RESTRICTIONS:** In order to control the cost of preparation, submittal will be restricted to the requirements as described in Section 3 – Submittal Instructions contained within this RFP.
8. **DRUG FREE WORKPLACE:** The City of Arcadia is a Drug Free Workplace. It is required that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.
9. **PUBLIC ENTITY CRIMES STATEMENT:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Service Provider under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." It is required that the attached Public Entity Form be signed and returned to this office with the proposal.
10. **TAXES:** All City business licenses, personal property, real estate and other applicable tax requirements shall be met by the successful Respondent.
11. **FEDERAL, STATE, LOCAL LAWS:** All Service Providers must comply with all Federal, State and Local laws, ordinances, rules and regulations for conducting business in The City and performing the prescribed services. Ignorance on the part of the Service Provider shall not, in any way, relieve the Service Provider from responsibility for compliance with said laws and regulations or any of the provisions of these documents.
12. **TIME FOR CONSIDERATION:** Due to the evaluation process, proposals must remain in effect for at least 180 days after date of opening. In the event of default, the Service Provider shall pay any damages sustained by the City including attorney's fees and court costs incurred in collecting any damages. All documents prepared by the Service Provider in connection with this Agreement will be the property of the City.

The City shall authorize payment to the Service Provider, the costs and expenses for Work performed by the Service Provider prior to receipt of the Notice of Termination; however, the City may withhold from amounts due the Service Provider such sums as the City Administrator deems to be necessary to protect the City against loss caused by the Service Provider because of the default.

13. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful proposer of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.
14. **RESERVED RIGHTS:** The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The firms upon request shall provide information the City deems necessary in order to make a determination.
15. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** City of Arcadia, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
16. **INDEMNITY:** The successful Respondent will be required to defend, indemnify and hold the City harmless from any and all causes of action or claims of damages, including but not limited to attorney fees and costs incurred by the City.
17. **INSURANCE:** All Service Providers shall submit proof of insurance as set forth below. Certificates of insurance written by a company or companies acceptable to the City shall be submitted to the City no later than ten (10) days after award of the contract. Failure to do so will disqualify the Service Provider automatically. The award of a contract is conditioned upon such submittal to the City's satisfaction. Certificates of insurance shall list the City as the certificate holder and as an additional insured. Insurance shall be maintained during the entire term of the contract, shall include Contractual Liability and Products and Completed Operations Coverage, and shall be of the following forms and limits:
  - A. **Workers Compensation Coverage** for all employees to comply with Statutory Limits in compliance with the applicable State and Federal laws.
  - B. **Commercial General Liability Insurance** with minimum limits of \$1,000,000 each occurrence combined single limit or \$1,000,000 each occurrence/\$1,000,000 general aggregate.
  - C. **Business Automobile Liability Insurance** with minimum limits of \$1,000,000 each occurrence Combined Single Limit or \$1,000,000 each occurrence/\$1,000,000 general aggregate.
  - D. **Crime Coverage** with minimum limits of \$200,000.
  - E. Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.
  - F. **Hold Harmless:** The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, or loss of use resulting from or arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence. A City standalone Hold Harmless Agreement is required and shall be submitted along with all certificates of insurance.

- 18. **SUBCONTRACTING:** Should the Respondent intend to subcontract all, or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The Respondent shall be responsible for subcontractor(s)' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to prime Respondents submitting the proposal. The City will not be responsible for payments to subcontractors.
- 19. **ADDENDA:** The Respondent shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Respondent should include an initialed copy of each addendum in the proposal package.
- 20. **PUBLIC INFORMATION:** All information and materials submitted will become the property of the City and shall be subject to the provisions of the public records laws in effect at that time. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of the City.
- 21. **OBTAINING A COPY OF SOLICITATION:** The full Request for Proposal may be obtained from the City of Arcadia's website, [www.arcadia-fl.gov](http://www.arcadia-fl.gov) or on Demand Star at [www.demandstar.com](http://www.demandstar.com). The Request for Proposal may also be obtained from City Hall, located at: CITY OF ARCADIA, 23 NORTH POLK AVENUE, ARCADIA, FLORIDA 34266, (863) 494-4114.
- 22. **PROPOSAL SUBMITTAL:** Proposals received after the specified time and date will not be considered valid. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the City Clerk will be the official authority for determining late Proposals.

Please submit one (1) original hardcopy and one (1) electronic copy of the entire proposal package. Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside: "RFP #2019-01 – TECHNICAL SERVICES SUPPORT" with the due date and the respondent's name, addressed and delivered to the City Clerk at:

**Penny Delaney, City Clerk**  
**City of Arcadia, Florida**  
**23 North Polk Avenue**  
**Arcadia, Florida 34266**

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City.

The Proposer will be required to furnish documentation with a proposal showing that it is in compliance with any and all licensing requirements of the State within 10 days following the Notice of Award.

The Proposed time schedule as related to this solicitation is as follows:

EVENT	DATE/TIME (EST)
Release of Request for Proposal	Tuesday, February 5, 2019
Deadline for Questions/Inquiries	Monday, February 18, 2019 at 12:00 p.m.
RFP Due Date/Time (Deadline)	Monday, February 25, 2019 at 2:00 p.m.

Before a Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of the selected Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the City to evaluate the Proposer's qualifications.

All questions to the terms and conditions of the scope of work of this proposal shall be submitted in writing via mail, fax, or e-mail to the authorized City contact (as listed on page 5).

**SECTION 2:**  
**Scope of Services**



**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
SCOPE OF SERVICES**

**SCOPE OF WORK:**

- 1. INTRODUCTION:** The City of Arcadia (City) is seeking technical support services for the City's IT applications and infrastructure. The scope of technical support services required under this RFP encompasses onsite and remote support for the City's Information Technology (IT) resources. The city has decided to implement a Cloud Based IT Managed Services Model. This must be a fully outsourced solution where the company assumes responsibility for all aspects of the city's IT, i.e. the company must be the single point of contact for all staff and external vendors, for all IT related issues. The respondent will provide a service delivery model where all endpoint devices, network and server hardware are included as part of the city's monthly fixed fee.
- 2. MINIMUM QUALIFICATIONS:** Respondent must have at least five (5) contractual service engagements of similar or larger size and scope as the City of Arcadia, currently engaged or completed within the past three (3) years. Respondent must have a team of at least six (6) senior level managers or staff members who possess relevant technical support services and management experience.
- 3. CURRENT OPERATIONAL ENVIRONMENT:**
  - 3.1 OVERVIEW OF THE CURRENT IT ENVIRONMENT:** The city has a total of 33 end user workstations. Of these systems, 21 of them would require immediate replacement. Additionally, the City would require O365 E3 Licenses for all 33 users on the primary network. Include in your proposal whether this is to be accomplished by direct purchase or lease option. Both options may be proposed for consideration.
  - 3.2 SERVER CONFIGURATION:** The City hosts 2 servers for domain-wide file and print sharing, e-mail management, workflow, and data backup. One server runs Virtual Windows 2012 Server software; the other server runs Microsoft Exchange Server 2013. Automated backups of each server are run nightly using a disk to disk backup configuration. Internet protection and filtering is supported through firewalls and security appliances located at each of the internet access points.

***IT Managed Services for Municipal Government***

- 4. Services Required:** This must be a fully outsourced solution where the company assumes responsibility for all aspects of the city's IT, i.e. the company must be the single point of contact for all staff and external vendors, and for all IT related issues. The respondent will provide a service delivery model with all end point devices included. The respondents must be able to provide network, server, and desktop hardware that is needed on a monthly cost basis to the city. The respondent must offer the City a solution that balances on-site and hosted resources to deliver the staff's requisite applications in a secure and efficient manner.

The company must provide the following services and support items, covered in the fixed monthly fee:

- Assets
  - Hardware
    - Servers
    - PCs
  - Infrastructure Software Licensing
    - Server OS
    - PC OS
    - MS Office 365 Office Suite
    - MS Office Email
    - Anti-Spam/Anti-Virus

- Virtualization Software
  - Backup & Disaster Recovery Software
- Monitoring Services
  - 7x24 Monitoring & Alerts
  - 7x24 Incident Response Services
  - Performance Data Collection and Reporting
  - Managed Anti-Virus/Anti-Spam
  - Virus Incident Reporting
  - Backups Monitor and Management
  - Malware Filtering
  - DLP - Data Loss Prevention
- Managed Services
  - IT Director Services
  - Single Point of Contact for all IT Issues
  - Managed Server Support
  - Managed Network Support
  - 7x24 Remote Support
  - 7x24 Onsite Support availability
- 3rd Party Vendor Management
- Managed PC Support
- Remote/Mobile Access for all staff
- Cloud Backups
- Cloud Disaster Recovery Services
- 50 GB Email Storage/User
- 1 TB Personal Storage/User
- 1 TB Shared Storage for User Groups

### **VCIO – IT Director Services**

The selected vendor must include a Virtual CIO (IT Director) as part of their managed service solution. This individual's function is dedicated to overseeing the successful management of the City's IT operations. The VCIO must have significant CIO level experience in managing, planning, and budgeting IT operations for major entities. It is not an acceptable solution for a vendor's day-to-day support engineer to also perform the VCIO function. This must be a dedicated function and will be responsible for providing the following functions to the City:

- a. Responsible for IT throughout the City
- b. Provide direction for all infrastructure services
- c. Organize the staff, technology and budget necessary to maintain and grow the City's Information Technology
- d. Chair the City's IT Steering Group
- e. Oversight of Help Desk Services
- f. Prepare, Implement and Manage the City's IT Budget.
- g. Develop City IT Guidelines, procedures and standards.
- h. Provide oversight of training required for the City to effectively utilize Microsoft Windows, Microsoft Office and other software applications.
- i. Provide monthly reports demonstrating the effectiveness of IT
- j. Attend City meetings and training as required

### **References**

Provide at least five (5) local government references of similar size and scope. These had to have been active accounts for at least the last 12 months where your company provided full outsourced IT managed services for all City and Police functions. Include a contact name, phone number, services provided, length of service, and email address.

### **Endorsements**

List all Local Government Association endorsements the company currently has, including any special

business terms or pricing the endorsement affords the City. Provide a name, telephone number, and email for a contact at each association.

### **Line-of-Business Application Experience**

The company should have significant functional experience with a wide variety of different local government specific line-of-business software applications where IT support and third-party vendor coordination has been provided. In particular, company must have experience supporting clients that run Tyler Technologies Munis financial software system in the cloud and other municipal applications which are delivered via both on-premise server hardware and via a hosted cloud delivery model.

### **CJIS Security Requirements and Background Checks**

Certify that all company support engineers and support staff have:

- Successfully completed the FBI Criminal Justice Information System (CJIS) Security & Awareness Training Course for the Level 1 CJIS Security Test.
- Passed the FBI CJIS /enforcement background check to verify no pertinent criminal history.
- Complete a Federal Bureau of Investigation national fingerprint database search.
- Approval to access networks that connect to the Federal Bureau of Investigation's (FBI) National Crime Information Center (NCIC) Systems, therefore meeting the requirements needed for local law enforcement audits.
- Company offers an enhanced security CJIS compliant hosting environment for Police related applications.

### **Hosting Environment**

It is expected that the final implementation will include a hybrid solution where the City will leverage a combination of third-party application hosting services in conjunction with on-premise hardware to deliver the full end user desktop experience. All third-party hosting services provided through the company selected must be delivered via enterprise class data centers that meet all SSAE17 SOC 2 Type 2 accreditations and must be audited annually by an external third party. The selected company must have experience managing and operating geographically distributed data centers and must be able to demonstrate the change control policies and processes used to ensure data security and redundancy.

**It is mandatory that all data centers involved in providing the final solution must be independently audited and maintain a SSAE17 Soc 2 – Type 2 accreditation.**

All data centers leveraged for the final solution must, at a minimum, have the following or equivalent attributes:

- **Monitoring:** 24x7x365 Network Operations Center monitoring of devices. The data center is also monitored for temperature, humidity, and standing water.
- **Infrastructure:** Redundant A/C, Uninterruptable Power Supply (UPS) and generator backed power
- **Network:** Leverages multiple internet carriers and utilizes redundant cabling, switching and routing
- **Data Storage Backup:** Redundant server and storage capabilities achieved through Storage Area Network (SAN) and virtualization technologies.
- **Waterless fire suppression system:** System reaches extinguishing levels in 10 seconds or less, stopping ordinary combustible, electrical, and flammable liquid fires before they cause significant damage.
- **Physical access barriers:**
  - Access card required to gain entry to data center door.
  - Finger Vein Reader protecting data center door. Vein patterns are very difficult to replicate, making forgery virtually impossible and ensuring maximum security.
  - Data center alarms on any forced entry or entry without biometric authentication.
  - Cameras with infrared lighting record during a power or lighting failure
- **Additional Security Details:**
  - Necessary controls in place and the data center's security is audited on a regular basis.
  - Highly available redundant firewalls
  - Internal monitoring of IPS and network security
  - Third party security monitoring with completely separate IPS and log management devices. All

- o data is stored offsite and not modifiable by company.
- o Encrypted system back-ups are stored offsite

### **Dedicated Project Management Function**

The company must have a dedicated Project Management Team utilizing the guidelines set forth by the Project Management Body of Knowledge (PMBOK) best practices. PMBOK practices are expected to be used to provide the fundamentals of project management by following the guidelines (Initiating, Planning, Executing, Monitoring and Controlling, and Closing) to successfully accomplish project objectives and ensure customer satisfaction.

### **Client Relationship Management**

- Support Staff. Provide the number of support staff by function. Each support individual can only be listed once. (provide employee name)
  - o # of VCIOs (IT directors)
  - o # of dedicated Help Desk Engineers
  - o # of System Engineers
  - o # of Technical Team Leads
  - o # of Level 3 Escalation Engineers (domain experts)
  - o # of Account Managers (primary business contact)
  - o # of Data Center Infrastructure Engineers
  - o # of Project Managers
  - o # of Application Development Engineers
  - o List any other services which you believe may be relevant and why.
- Domain Expertise. Provide the number of individuals and their certifications with specific domain expertise:
  - o PCs
  - o MS Servers
  - o MS 365
  - o Microsoft SharePoint
  - o Networking
  - o Virtualization
  - o Storage Systems
  - o Security
  - o MS Power BI
  - o List any other certifications which you believe may be relevant and why

### **Hours of Operation for Help Desk Support**

The City desires the company to staff its helpdesk function with actual company employees (not an answering service) from 7:00 am Monday through 7:00 AM Saturday. Support requests during other times can be answered by a call answering service and relayed to the appropriate company on-call support engineer.

### **Monitoring, Alerting, and Management Tools**

- Name of ITIL based **Helpdesk System** that would be used to support the city?
- Name of **RMM System** that would be used to support the city?
- Name of **Network Monitoring System** that would be used to support the city

### **Breadth of Solution Offerings**

The city is looking for a partner with broad solution experience, including multiple engineers with domain expertise in each relevant technology. Within your proposal, please identify the solution categories listed below where you have existing installations for at least the last 12 months.

- Premise Based Managed Services
- Hosted Desktop Cloud Based Managed Services
- Cloud Based Backups
- Cloud based full Solution Disaster Recovery
- CJIS specific support Services
- CJIS compliant hosting environment
- Hardware as a Service (HaaS)
- Cloud & Premise Based VoIP Solutions
- Security Assessments

- Website Design & Hosting
- Certified SharePoint Design & Consulting Services
- Application Development Services
- Managed Printers Services

### **Professionalism**

Includes the highest expectation by the City that the Service Provider will interact with City personnel in a professional, courteous, and service-oriented manner. The ability to comply with professionalism requirements, characterized below, is required for all proposals.

- Service Provider will coordinate, communicate and follow industry best practices relative to the scheduling of maintenance, updates and patches, and conduct of technical support services;
- Propose and implement a transition plan for the transition of technical support services from the current technical support services provider to service provider(s) awarded contract(s) as a result of this RFP, if required;
- Service Provider will meet weekly with the City Point of Contact (POC) to review progress, outstanding issues, and prioritized requests for all areas of contractual support;
- Service provider shall escalate urgent issues to the City POC;
- Service Provider will participate in planning exercises such as periodic emergency operations drills, including system shut down and server rack relocation. The City estimates this task to require no more than 20 hours per year of technical support;
- Service Provider will support emergency operations on an as-needed basis, at the Service Provider's specified rate for off-hours support;
- Service Provider will recommend and perform approved improvements to the IT component of the emergency operations plan;
- Service Provider will partner with the City to plan for infrastructure and technical operational improvements; and
- Service Provider will proactively monitor the technical environment and user needs to plan and recommend changes in advance of critical thresholds or points of failure.

**SECTION 3:**  
**Submittal Instructions**

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
SUBMITTAL INSTRUCTIONS**

**1. INSTRUCTIONS TO PROPOSERS:**

The complete original proposal must be submitted in a sealed package. All proposals shall be marked **CITY OF ARCADIA TECHNICAL SUPPORT SERVICES #RFP2019-01**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter.

**A. Proposal to be provided in the format below:**

a. **TAB 1: Introduction:**

- **Coversheet:** Statement of interest including e-mail address of person to be notified of award, manually and duly signed by an authorized corporate officer, principal, or partner. Include physical address of primary proposer. (2 page limit)

b. **TAB 2: Section 2, Scope of Services:**

- Include all the requirements and/or documentation requested in Section 2, Scope of Services.

c. **TAB 3: Expertise and Experience:**

- Completed Qualification Statement
- The firm's past experience and performance on comparable engagements.
- Outline the firm's background and experience related to the services required in the RFP documents.
- Describe Respondent's qualifications to perform the services, including all resources available to Respondent for the performance of the contract. For each employee who will be assigned to this contract, include a resume articulating experience, qualifications, and certifications.
- Provide a description of the Respondent's financial strength and other assets or resources that will ensure the delivery of services that are acceptable to the City.

d. **TAB 4: Service Orientation and Professionalism**

- Provide background information about the Respondent organization (e.g., philosophy, ownership, size, facilities, location(s)). Describe the management structure at both the corporate level and at the project level (e.g. number of managers, supervisors, and non-supervisory personnel).
- Describe the Respondent organization's service-oriented approach and professionalism that will be utilized for the required services (e.g. customer service practices, training). Describe the benefits of the approach to the City.
- Describe any advanced technology the Respondent would recommend to improve the City's technical operations. Describe any special amenities or programs the Respondent would propose to implement. Include any additional costs/charges that might be incurred through implementation of the program.

e. **TAB 5: Price Proposal: Complete and submit Section 5 Price Proposal Form**

- Respondent shall provide the City with a proposal that includes a service fee that is based on a fixed annual management fee. This price proposal shall clearly describe the services included in the annual fee, and hourly rates for services that are not included in the annual service fee.
- Payment will be made by the City on a monthly basis per the terms and conditions of the final executed contract by both parties.

f. **TAB 6: All other Forms**

**B. Method for Submittal of Proposal:**

Hard copy response:

- i. Submit **all** required submittal package components as stated above in number 2, Proposed Format, in a sealed envelope.
  1. **Number of Submittal Package Copies:** one (1) original hardcopy and one (1) electronic copy of the entire proposal package.
  2. **One original hardcopy with all supporting documentation submitted as follows:** 1) **Letter size** preferred, Maximum size – legal; 2) **20#** paper; 3) single sided; the original shall include **ALL ORIGINALLY SIGNED documents**.
- ii. **SUBMIT TO:**  
**City of Arcadia**  
**Penny Delaney, City Clerk**  
**23 North Polk Avenue**  
**Arcadia, Florida 34266**

Proposers will be notified in writing via email of any changes in the specifications contained in this RFP. Changes will also be posted on the City's website: [www.arcadia-fl.gov](http://www.arcadia-fl.gov) and on Demand Star: [www.demandstar.com](http://www.demandstar.com).



**SECTION 4:**  
**Evaluation Criteria &**  
**Selection Process**

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
EVALUATION CRITERIA & SELECTION PROCESS**

- A. Submittal Package Qualification Process:** Proposals will first be evaluated for responsiveness (i.e., meets the minimum requirements). The City reserves the right to reject any proposals deemed as not minimally responsive.

Staff will review and verify all Submittal Packages for:

1. Compliance with the Solicitation Package Requirements.
  - a. If necessary, the City may conduct discussions with Proposers to further clarify the Proposer's response as may be necessary.
2. If the City is unable to determine the true price proposed in any Submittal Package, the Proposer's response shall be deemed non-responsive and thereby rejected.
3. The top ranked proposer shall not be construed as the awarded proposer until the top ranked proposer's Submittal Package is deemed responsive and the appropriate level of award authority approves City staff's recommendation for award.

**B. References:**

- a. As applicable, Purchasing will process References for all submittal packages verified to be in compliance with the Submittal Package and Solicitation Package requirements.
- b. In the event the Proposer has performed work for the City of Arcadia, the City's experience shall be considered when evaluating references for determining a responsible Proposer. The City reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc) for determining a responsible proposer.

**D. Evaluation Process:**

- a. Purchasing will present to the Evaluation and Selection Committee (ESC) the results of the pre-qualification efforts performed and the responses.
- b. The ESC will evaluate pre-qualified Submittal Packages based on, but shall not be limited to, the criteria indicated below. Evaluation shall be based on the ESC's ability to identify and ascertain the Proposer's qualifications applicable to the scope and nature of the services specified in this request. The evaluation criterion indicates the weights, which will be utilized by the City in the evaluation of the proposals.
- c. Selection shall be based on the Respondent whose proposal is deemed to be in the best interest of the City and on the factors listed below:

**1. TECHNICAL KNOWLEDGE AND COMPETENCE (WEIGHT: 45%):**

- a. Demonstrated understanding of the City's needs, viability and fit of proposed approach, and the ability to satisfy technical requirements;
- b. Server product familiarity, support experiences and management practices;
- c. Desktop product familiarity, support experiences and management practices;
- d. Network product familiarity, support experiences and management practices;
- e. Security product familiarity, support experiences and management practices;
- f. Acceptability of proposed data product familiarity, support experiences and management practices; and
- g. Miscellaneous - technology planning, security implementation and ability to leverage professional relationships.

**2. SERVICE ORIENTATION AND PROFESSIONALISM (WEIGHT: 35%):**

- a. Viability and fit of proposed service oriented approach and professionalism;
- b. Number of customers for like services;
- c. Number of workstations under contract;
- d. Customer reference checks;
- e. Customer Internet searches;
- f. Respondent's financial stability;
- g. Respondent's customer satisfaction survey data;
- h. Proximity of the Respondent's service office to the City; and
- i. Respondent's proposed response times.

**3. PRICE (WEIGHT: 20%):**

- b. Annual fee for the specified services (time and materials);
- c. Hourly rate for off-hours support (time and materials);
- d. Annual fee or hourly rate for planning and emergency management meetings;
- e. Annual fee or hourly rate for any other services proposed by the Respondent;
- f. Perceived value to the City of a Respondent's corporate business relationship that may enhance the range or level of the Respondent's proposed services.

Discussions may be conducted with the Proposer's to further clarify the City's requirements and the Proposer's submittal.

The ESC shall prepare a "shortlist" of highest ranked Proposers based on the written response evaluation.

The City shall request and negotiate, from either a short list of qualified Proposer or the top ranked Proposer, a "Best and Final" offer.

Presentations - After reviewing submissions, the City may request presentations with either the short listed or top ranked Proposer(s) to further clarify the City's requirements, the Proposer's response and/or requested more detailed information. Therefore, the Proposer shall have officials of the appropriate management level present and representing the firm, if a presentation is scheduled by the City. All costs associated with the presentation shall be borne by the Proposer.

Presentations may include, but not be limited to, a presentation from the Proposer and questions from City. Proposers shall address all questions provided in their presentation and made available in handouts and on digital format. City will make an effort to provide at least three (3) days notice to respective Respondents prior to their scheduled presentation date.

The ESC will evaluate and score all presentations based on criteria determined by the ESC prior to the presentation date.

**SECTION 5:**  
**Forms**

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
PROPOSERS CHECKLIST**

**PROPOSERS CHECKLIST**

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with proposal.

- \_\_\_\_\_ Completely Executed Proposal Package (original hardcopy and one (1) electronic copy)
- \_\_\_\_\_ Price Proposal
- \_\_\_\_\_ Statement of No Proposal
- \_\_\_\_\_ Acknowledgement of Receipt of Addendum (if applicable)
- \_\_\_\_\_ Qualifications Statement
- \_\_\_\_\_ Hold Harmless Form
- \_\_\_\_\_ Drug Free Workplace Form
- \_\_\_\_\_ Debarment Certification
- \_\_\_\_\_ Public Entity Crimes Statement
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Conflict of Interest Statement
- \_\_\_\_\_ Respondent's Certification

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
PRICE PROPOSAL**

**By submitting a proposal, the undersigned agrees:**

1. He/she has read all the proposal documents and hereby waives all right to plead any misunderstanding regarding same.
2. To hold the fee open for acceptance for sixty (60) days after opening.
3. To enter into and execute a contract within ten (10) working days, if awarded.
4. To begin work no later than ten (10) working days after contract execution and to complete the work within the time period specified in the written documents.

**Section 1 – Monthly Managed Services Cost: (Flat Monthly Rate)** \$ \_\_\_\_\_  
Unlimited Helpdesk Support  
Unlimited Network Support  
Unlimited On-Site Support  
Unlimited Server Support

Total Annual Cost of Managed Services \$ \_\_\_\_\_

**Section 2 - Provide monthly fixed unit cost for additional support items:**

Monthly User Support Fee with Workstation Hardware \$ \_\_\_\_\_

Monthly User Support Fee without Workstation Hardware \$ \_\_\_\_\_

Monthly Server Support Fee \$ \_\_\_\_\_

Response Times: (Describe response times)  
Urgent = \_\_\_\_\_  
High = \_\_\_\_\_  
Normal = \_\_\_\_\_

Service Provider Firm's Hours of Operation: \_\_\_\_\_

Holidays Observed: \_\_\_\_\_

Hourly Rates:                      Standard              After Hours              Holiday  
   \_\_\_\_\_              \_\_\_\_\_              \_\_\_\_\_

Provision for Off-Site Monitoring/Repair Services: \_\_\_\_\_

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

Please check one:      Corporation \_\_\_\_      Proprietorship \_\_\_\_      Other \_\_\_\_  
   Partnership \_\_\_\_      Joint Venture \_\_\_\_      Subsidiary \_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Signature/Title Typed: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
STATEMENT OF NO PROPOSAL/SUBMITTAL**

**City of Arcadia Purchasing Department  
23 North Polk Avenue  
Arcadia, Florida 34266**

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately or fax to 863-494-4623

We the undersigned, have declined to submit a Proposal on the requested service: **RFP NO. 2019-01**

\_\_\_\_\_ Insufficient time to respond to the Request for Proposals.

\_\_\_\_\_ We do not offer this service.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet bond/insurance requirements.

\_\_\_\_\_ Unable to meet specifications.

\_\_\_\_\_ Specifications are unclear (explain below).

\_\_\_\_\_ Remove us from your vendors' list for this service.

\_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Email Address: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

Were Addendum issued on this Solicitation?    Yes \_\_\_\_\_    No \_\_\_\_\_

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addendum by number, date and signing the form:

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

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

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

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

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

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

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

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

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

RESPONDENT:

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
(Title of Signer)

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



**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
QUALIFICATIONS STATEMENT**

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

SUBMITTED TO:           **PURCHASING DEPARTMENT**  
ADDRESS:               **23 NORTH POLK AVENUE**  
                                  **ARCADIA, FLORIDA 34266**

SUBMITTED BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPAL OFFICE: \_\_\_\_\_  
\_\_\_\_\_

**CIRCLE ONE (or check)**

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

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

The correct name of the Proposer is:

\_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

\_\_\_\_\_

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

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

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

- a. Date of organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership:  
\_\_\_\_\_

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

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

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

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

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

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

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9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

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10. State the names, telephone numbers and addresses of five (5) businesses with the most knowledge of work which you have performed during the last three (3) years (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
			Email
			Telephone
			Email
			Telephone

			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

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

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14. State the name of the individual who will have personal supervision of the services:

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THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
SIGNATURE

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before Notary)  
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned.)

\_\_\_\_\_ Personally known to me, or

\_\_\_\_\_ Produced identification:

\_\_\_\_\_  
\_\_\_\_\_ DID take the oath, or

\_\_\_\_\_ DID NOT take the oath.



**DRUG-FREE WORKPLACE CERTIFICATION**

**Please complete Part I or Part II as applicable.**

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the bid/proposal submission date, the bidder/proposer is requested to certify that as part of their drug-free workplace program, they have:

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

**Part I - PROGRAM IMPLEMENTED**

I certify that I/we have established a drug-free workplace Program meeting the foregoing minimum requirements.

\_\_\_\_\_  
[Printed, typed name]

\_\_\_\_\_  
[Signature]

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who presented \_\_\_\_\_ as identification, and who (did) (did not) take an oath.

\_\_\_\_\_  
[Signature of Notary Public]

\_\_\_\_\_  
[Printed, typed or stamped name of Notary Public]

\_\_\_\_\_  
[Commission Number of Notary Public]

**Part II - PROGRAM NOT IMPLEMENTED**

A program meeting the above stated requirements has not been established or has not been fully implemented prior to bid/proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
DEBARMENT CERTIFICATION  
CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Contractor/Firm

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Address

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to *City of Arcadia, Florida, a Municipal Corporation, 23 N. Polk Ave., Arcadia, FL 34266* by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_ whose business  
[print name of entity submitting sworn statement]

address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) it's Federal Identification Number

(FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement \_\_\_\_\_)

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**



\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1 1989.

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
**[signature]**

RFP-2019-01

\_\_\_\_\_  
**[Reference: Solicitation Number]**

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_. Personally known \_\_\_\_\_ or Produced \_\_\_\_\_ as identification.

**[Type of identification]**

Notary Public - State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
**[Signature of Notary]**

\_\_\_\_\_  
**[Printed, typed or stamped commissioned name of Notary Public]**

**CITY OF ARCADIA  
 TECHNICAL SUPPORT SERVICES  
 SOLICITATION #RFP2019-01  
NON-COLLUSION AFFIDAVIT**

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

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

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

City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Arcadia Purchasing Policy.

NAME	RELATIONSHIPS

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

AFFIDAVIT  
 STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

**BEFORE ME, the undersigned authority, personally came and appeared,**  
 \_\_\_\_\_, who after being duly sworn, deposed and said that he is the fully  
 authorized \_\_\_\_\_ of \_\_\_\_\_  
 (hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. NOTARY PUBLIC

AFFIANT

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

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

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT IN THE STATE OF \_\_\_\_\_ IN THE COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ NOTARY PUBLIC in and for the State of \_\_\_\_\_

Signature \_\_\_\_\_

Seal

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

**PART I.**

I am an employee, public officer or advisory board member of the City  
\_\_\_\_\_ **(List Position Or Board)**

I am the spouse or child of an employee, public officer or advisory board member of the City  
**Name:** \_\_\_\_\_

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

**Name:** \_\_\_\_\_

Respondent employs or contracts with an employee, public officer or advisory board member of the City

**Name:** \_\_\_\_\_

None of The Above

**PART II:**

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

**The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.**

**BUSINESS NAME:** \_\_\_\_\_

**NAME (PER AUTHORIZED TO BIND THE COMPANY):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
RESPONDENT'S CERTIFICATION**

I have carefully examined the Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposals. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the Agreement.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the City of Arcadia or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE, ZIP CODE: \_\_\_\_\_

(\_\_\_\_)\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

**CITY OF ARCADIA  
TECHNICAL SUPPORT SERVICES  
SOLICITATION #RFP2019-01  
EXAMPLE AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between City of Arcadia, Florida (the "CITY"), whose address is 23 North Polk Avenue, Arcadia, Florida 34266, and \_\_\_\_\_, a \_\_\_\_\_, authorized to do business in the State of Florida, hereinafter referred to as ("SERVICE PROVIDER"), whose address is \_\_\_\_\_.

**WHEREAS**, the CITY has determined that it is necessary, expedient, and in the best interest of the CITY to retain an experienced and qualified firm to provide Technical Support Services; and

**WHEREAS**, the SERVICE PROVIDER desires to render services described in the Scope of Services, attached hereto as Exhibit "A" and have the qualifications, experience, staff and resources to perform those services; and

**WHEREAS**, through a competitive selection process conducted in accordance with the requirements of Florida law and CITY policy, the CITY has determined it to be in the best interest of the CITY to award an Agreement to the SERVICE PROVIDER for the rendering of those services described in Exhibit A; and; **NOW, THEREFORE**, In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the CITY and the SERVICE PROVIDER(S).

**NOW, THEREFORE**, in consideration of the mutual promises and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES.** SERVICE PROVIDER shall provide all labor and services necessary to complete the work described in the Scope of Services, which is attached as Exhibit "A" to this Agreement.
2. **CONTRACT DOCUMENTS AND PRECEDENCE.** The Contract Documents consist of the Request for Proposals (RFP), including all attachments and affidavits to the solicitation; SERVICE PROVIDER'S Response to the RFP, including all attachments and affidavits to the Response; and this Agreement, including all attachments or Exhibits to this Agreement. In the event there is a conflict between any of the Contract Documents, the terms of this Agreement shall prevail. In the event that there is a conflict between the RFP and the Response to the RFP, the RFP shall take precedence over the Response.

The Documents which comprise this Agreement between the CITY and the SERVICE PROVIDER are attached hereto, made a part hereof and consist of the following:

- A. This Agreement.
  - B. Scope of Services attached hereto as Exhibit "A".
  - C. Price Proposal (per project – "unit pricing") attached hereto as Exhibit "B".
  - D. General Conditions & Instructions attached hereto as Exhibit "C".
3. **SERVICES.** The services to be provided by SERVICE PROVIDER are set forth in the "Scope of Work," which is attached hereto and incorporated herein by reference as Exhibit "A."
  4. **TERM AND RENEWAL OPTION.** This Agreement shall be for a term of five (5) years.
  5. **COMPENSATION.** The fees for Services for the work performed pursuant to this Agreement are as set forth in Exhibit "B," which is attached hereto and incorporated herein by reference.
  6. **PAYMENT AND PARTIAL PAYMENTS.** SERVICE PROVIDER shall, not less than once monthly, submit an original invoice to the CITY, certifying that SERVICE PROVIDER has completed all work required by this Agreement. The request for payment shall include the following information:
    - a. Project Name and Service Provider's Name,
    - b. Total contract amount, if applicable,
    - c. Amount previously billed,
    - d. Amount due this invoice,

- e. Balance remaining for term of the Agreement,
- f. Summary of work performed for the billing period,
- g. Service Provider's Invoice number and date, and
- h. Service Provider's W-9.

**7. RESPONSIBILITIES OF THE SERVICE PROVIDER**

- A. Service Provider shall furnish all labor, supervision for the Service. If the Service Provider is comprised of more than one legal entity, each entity shall be jointly responsible for the performance of this Agreement.
- B. The Service Provider covenants and agrees that it and its sub-contractor's, if any, and its employees shall be bound by the Standards of Conduct, Chapter 112, Florida Statutes as it relates to Work performed under this Agreement. The Service Provider agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.
- C. Prior to entering into this Agreement, the Service Provider shall file a sworn statement with the CITY as described for Public Entity Crimes of the Florida Statutes, Chapter 287.133, and the Service Provider shall thereafter comply with Florida Statutes concerning such activities.
- D. The Service Provider shall comply with and contractually require its sub-contractors to comply with all federal, state, and local laws, regulations and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of Work under this Agreement.
- E. The Service Provider shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Service Provider's offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three-(3) years after completion of the services or as required by Chapter 119, Florida Statutes.
- F. Service Provider further represents and warrants that all previous representation and statements made in the Solicitation Forms attached to its response to Solicitation RFP-2017-03 are accurate to the best of Service Provider's knowledge and reaffirms its attestations and the information contained in those documents herein.
- G. Service Provider represents and warrants that all state and federal licenses required to complete the Scope of Services shall be obtained by the Service Provider prior to commencement of any Work.
- H. Service Provider shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Scope of Services. The Service Provider shall take all necessary precautions to insure the safety of persons, the environment, and its work product.
- I. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- J. The Service Provider hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Service Provider further acknowledges the possible necessity for amending the Agreement in order to comply with Federal guidelines applicable to Federal Grant Assisted projects which may be undertaken by the City.

## **8. OBLIGATIONS OF CITY**

- A. The City will designate a Point of Contact to act on behalf of the City with respect to the Scope of Services and whose role is to monitor day-to-day activities and ensure all requirements are met and do all things necessary to properly administer the terms and conditions of this Agreement. The City will designate the Point of Contact at the Kick-Off Meeting to be scheduled at a later date. The responsibility of the City's Point of Contact shall include:
1. Examination of all reports, estimates, proposals, and other documents presented by the Service Provider, rendered in writing, and to make any necessary decisions within a reasonable time.
  2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to materials, and other matters pertinent to the Work covered by this Agreement.
  3. Review for approval or rejection of all of the Service Provider's documents and payment requests in a timely manner.
  4. Returning items delivered by the Service Provider, which are not conforming to the Scope of Services, at the Service Provider's expense and risk of increase in cost for items not delivered as specified.
- B. The City shall, upon request, furnish the Service Provider with all existing data, studies and other information in the City's possession which may be useful in connection with the Work, all of which shall be and remain the property of the City and shall be returned to the City's Point of Contact upon completion of the Services to be performed by the Service Provider.
- C. The City's Point of Contact shall conduct periodic reviews of the Work of the Service Provider necessary for the completion of the Service Provider's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the Service Provider. The availability and necessity of said personnel to assist the Service Provider shall be determined solely within the discretion of the City.

**9. DECISIONS WITH RESPECT TO DISPUTES.** All services shall be performed by Service Provider to the satisfaction of the City's representative, who shall decide all questions, and determine all questions and disputes that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value. The City's representative's decisions on all claims, questions, and disputes shall be final, conclusive and binding upon the parties unless such determination is clearly arbitrary or unreasonable. In the event Service Provider does not agree with the judgment of the City's representative on any decisions made by him or her, Service Provider shall present its written objections to the City Administrator and shall abide by the decision of the City Administrator unless the decision is clearly arbitrary and unreasonable. Any issue that is debatable shall be resolved in favor of the City's decision.

**10. OWNERSHIP OF DOCUMENTS.** Any and all reports and reproducible documents, and other data developed by the Service Provider for the purposes of this Agreement shall become the property of the City without restriction or limitation. The City may reuse any of these documents without Service Provider's prior consent.

**11. AUDITABLE RECORDS.** Service Provider shall maintain auditable records relating to this Agreement and City shall have the right to audit the records at any time during execution of the work and for a period of three (3) years after final payment is made.

**12. SUBLETTING OR ASSIGNMENT.** Service Provider shall not sublet, assign, or transfer any work under this Agreement without the prior written consent of City. Any assignment or subletting in violation of this restriction shall be void, unenforceable, and a material breach of this Agreement. Service Provider shall be as fully responsible to the City for the acts and omissions of its subcontractors and/or assigns, if any, or



sub- Service Provider's as it is for the acts and omissions of personnel directly employed by Service Provider. Service Provider shall require each subcontractor or assigns, if any, and any City-approved sub-Service Provider (s), to agree in its contract with Service Provider to observe and be bound to the City by all obligations and conditions of this Agreement that bind Service Provider.

- 13. PERSONNEL.** All Service Provider personnel assigned to fulfill the terms of this Agreement, shall be employed solely by the Service Provider and be employees (not independent contractors) of the Service Provider. Service Provider agrees to pay the following for Service Provider employees: wages, income tax withholding, social security, state unemployment insurance, federal unemployment insurance, and worker's compensation insurance. Service Provider shall train all personnel. Personnel who are not performing up to the standards of the CITY shall be immediately replaced by Service Provider. Service Provider further agrees to indemnify and hold CITY harmless from all liability for payment of the foregoing on behalf of Service Provider's employees. All personnel utilized by Service Provider in the performance of its obligations under this Agreement, including subcontractors, shall be required to submit to a criminal background check. Upon request, Service Provider shall provide CITY with all criminal background information obtained by Service Provider for such personnel.
- 14. SECURING AGREEMENT.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that Service Provider has not paid or agreed to pay any company or person other than a bona fide employee working solely for Service Provider any fee, commission, percentage fee, fits or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of these representations, the CITY shall have the right to terminate this Agreement without liability.
- 15. TERMINATION FOR DEFAULT.** The CITY shall be the sole judge of nonperformance, which shall include any failure on the part of the Service Provider to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the Service Provider to meet any term of this Agreement or related Exhibit, the CITY will notify the Service Provider in writing, providing three (3) days (weekends and holidays excluded) to advise the CITY of its plan for corrective action to remedy the default. The corrective action plan must be accepted by the CITY. Failure on the Service Provider's part to correct the default within the approved time period shall result in the Agreement being terminated and the CITY notifying in writing the Service Provider of the effective date of the termination. The following shall constitute an act of default:

1. Failure to perform the Work required under the Agreement and/or within the time required or failing to use the sub-Service Providers, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
2. Failure to begin the Work under this Agreement within the time specified.
3. Failure to perform the Work with sufficient workers to ensure timely completion.
4. Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
5. Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Agreement.
6. Failure to comply with any of the terms of the Agreement.
7. Failure to pay sub-Service Providers or others pursuant to Work done under this Agreement.

In the event of default, the Service Provider shall pay any damages sustained by the CITY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the CITY after costs are claimed and allowed. All documents prepared by the Service Provider in connection with this Agreement will be the property of the CITY.

The CITY shall authorize payment to the Service Provider, the costs and expenses for Work performed by the Service Provider prior to receipt of the Notice of Termination; however, the CITY may withhold from

amounts due the Service Provider such sums as the Administrative Services Director deems to be necessary to protect the CITY against loss caused by the Service Provider because of the default.

In addition to termination, if during the term of the Agreement, the Service Provider should refuse or otherwise fail to perform any of its obligations under the Agreement, the CITY reserves the right to: 1) Obtain the services from another Service Provider, and/or 2) suspend the Service Provider from bidding for a period of twenty-four (24) months on other CITY Solicitations or Requests for Proposals. In the event the CITY has not terminated the Agreement and there remains a dispute with the Service Provider, the Service Provider may agree at the CITY'S request to continue to operate and perform under the terms of the Agreement while such dispute is pending and further agrees that, in the event a suit is filed for injunction or other relief, it will determine if it shall continue to operate until the final adjudication of the suit by the CITY unless otherwise requested by the CITY.

- 16. TERMINATION FOR CONVENIENCE.** The CITY reserves the right to cancel this Agreement by written notice to the Service Provider effective the date specified in the notice, for any of the following reasons:
1. The CITY has determined that such cancellation will be in the best interest of the CITY.
  2. Funds are not available to cover the cost of the Services. The CITY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the Service Provider specifying the reason for the Agreement termination and when termination becomes effective.

The Service Provider shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the Service Provider will stop Work to the extent specified.

The CITY shall pay the Service Provider under following conditions:

1. All costs and expenses incurred by the Service Provider for Work accepted by the CITY prior to the Service Provider receipt of the Notice of Termination.

Anticipatory profit for Work and Services not performed by the Service Provider shall not be allowed.

If, after Notice of Termination of the Service Provider's right to proceed under the provisions of this clause, it is determined for any reason that the Service Provider was not in default under the provisions of the Agreement, the City may at its option, agree to reinstate the Agreement allowing for project completion.

Neither the City nor the Service Provider shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

Neither party shall, however be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and incontrollable forces preventing continued performance of the obligations under this Agreement.

The City reserves the right to cancel this Agreement if the cancellation is in the best interest of the City for its own convenience.

- 17. AMENDMENTS.** No alteration, change, amendment or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties, and approved by the City Council if applicable.

18. **WAIVER OF BREACH.** Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.
19. **LIABILITY OF Service Provider.** The Service Provider shall indemnify and hold harmless the City, and the City's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Service Provider and other persons employed by or utilized by the Service Provider in their performance under this Agreement. Notwithstanding any other provision contained in this Agreement, neither Party shall be liable to the other Party for, and each party expressly releases the other Party and its subcontractors from, any punitive, indirect, special, exemplary or consequential damages of any kind, including without limitation, lost profits or loss of use.
20. **WARRANTY.** The Service Provider warrants that all services shall be performed by skilled and competent personnel to generally accepted professional standards.
21. **INDEMNIFICATION.** Service Provider shall be liable and agrees to be liable for and shall indemnify and hold the City harmless from any and all claims, suits, judgment or damages, losses and expenses, including, but not limited to court costs and attorney's fees (including appellate attorney's fees) arising out of, or resulting from the Service provider's error, omissions, negligence, willful and deliberate acts or failure to act, or those of any and all subcontractors engaged by the Service Provider in the performance of this Agreement. Service Provider shall not be liable for any damages arising solely from any error, omission, negligence or willful act of the City, its officers, employees, agents or representatives. Service Provider hereby acknowledges that the compensation to be paid to Service Provider by City includes compensation as consideration for the indemnification provided herein.
22. **INSURANCE.** Service Provider shall comply with all insurance requirements specified in the attached Exhibit "3."
23. **COMPLIANCE WITH APPLICABLE LAWS.** Service Provider shall comply with all laws, rules, regulations, and health and safety standards of the federal, state, county and City that are applicable to the services being provided.
24. **TAXES.** Service Provider shall be responsible for all payments of federal, state, and local taxes related to the work, inclusive of sales tax, if applicable.
25. **INDEPENDENT CONTRACTOR.** Service Provider is an independent entity under this Agreement and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties.
26. **LICENSES AND CERTIFICATIONS.** Service Provider shall secure all necessary business and professional licenses, at its sole expense, prior to execution of this Agreement.
27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreement(s), understandings, representations or negotiation, written or oral, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, amendment or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be binding upon and inure to the benefit of the City and the Service Provider and to their respective successors and assigns.
28. **HEADINGS.** The Headings of the Sections, Exhibits, or Attachments herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits, or Attachments.

- 29. WAIVER OF JURY TRIAL.** City and Service Provider knowingly, irrevocably, voluntarily and intentionally waive any right either of them may have to a trial by jury in State or Federal Court proceedings with respect to any action, proceeding, lawsuit or counterclaim arising out of this Agreement, or the performance of the work hereunder.
- 30. ATTORNEY'S FEES.** In any litigation between the parties arising out of or relating in any way to this Agreement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including appellate attorney's fees.
- 31. NON-WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement nor any statement, act or omission of a City officer, employee or agent shall be construed to be a waiver of the City's right to the protection of sovereign immunity.
- 32. NON-DISCRIMINATION.** No action shall be taken by the Service Provider which would discriminate against any person on the basis of race, creed, color, marital status, national origin, religion, age, sex, ethnicity, or disability.
- 33. GOVERNING LAW.** This Agreement and the performance of services hereunder shall be governed by the laws of the State of Florida, with exclusive venue for the resolution of any dispute being a court of competent jurisdiction in Lee County, Florida.
- 34. THIRD PARTY BENEFICIARY.** It is specifically understood and agreed that no other person or entity shall be a third party beneficiary to this Agreement and that none of the provisions herein shall be for the benefit of or be enforceable by anyone other than the parties hereto.
- 35. TIME OF ESSENCE.** Time shall be of the essence with respect to all actions to be taken under this Agreement and no extension of time shall be granted unless agreed to in writing and executed by both parties.
- 36. FORCE MAJEURE.** Neither party shall be in default for the failure to perform its obligations under this Agreement when due to acts of God, civil unrest, strikes, labor disputes, or governmental demands or requirements that could not be reasonably anticipated and the effects avoided or mitigated. Either party shall notify the other of any such "force majeure" within ten (10) days of the occurrence. Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure which may include weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the work as soon as practicable.
- 37. NOTICES.** Any notices, reports or other written communications from either party shall be considered delivered when received by the other party or its authorized representative. Whenever notice shall be required or permitted herein, it shall be delivered in such a manner that there is written proof of delivery (including electronic, digital or other similar record that is capable of being produced), including but not limited to certified mail with a return receipt, hand delivery, e-mail, facsimile transmission or other type of transmission that provides a record of transmission and receipt. Certified mail shall be sent with return receipt requested and shall be deemed delivered on the date shown on the postal delivery confirmation, or the date shown as the date same was refused or unclaimed. Hand delivery to the City shall not be sufficient notice for any purpose unless a copy of the Notice is produced with a City date and time stamp appearing on it.

Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below:

CITY CLERK

CITY OF ARCADIA, FLORIDA

Attest: \_\_\_\_\_  
Penny Delaney, City Clerk

By: \_\_\_\_\_  
Jaccarie Simons, Mayor

Service Provider Witnesses:  
(2 REQUIRED)

Service Provider: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Witness: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name and Title

Approved as to legal form for the reliance  
of the City of Arcadia only:

\_\_\_\_\_  
Thomas J Wohl, City Attorney