



Submit Proposals To:
 City of Hollywood
 2600 Hollywood Boulevard
 Hollywood, Florida 33020
 Office of City Clerk, Room 221

CITY OF HOLLYWOOD, FLORIDA

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGMENT

RFP Title: Major Events Production

RFP No.: 4208-09-JE

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(E) of the City's Code of Ordinances.

Proposals must be received prior to 3:00 P.M., Thursday, October 29, 2009 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in Room 303. All Proposals received after the specified date and time will be returned unopened.

Procurement Services Contact: Janice English or Danette Witherspoon or Macciano Lewis or his designee.

Telephone No.: (954) 954-921-3345 or (954) 921-3248

PROPOSER ACKNOWLEDGMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING. THE PROPOSAL SUMMARY SHEET PAGES ON WHICH THE PROPOSER ACTUALLY SUBMITS A PROPOSAL AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE PROPOSAL DOCUMENT.

Proposer's Name:	Fed. ID No. or SS Number
Complete Mailing Address:	Telephone No.:
	Fax No.:
Do You Have an Permanent Office Located in the City of Hollywood? Yes ☐ No ☐	E-Mail Address:
Indicate type of organization below: Corporation ☐ Partnership ☐ Individual ☐ Other	Is the Proposer a City of Hollywood Qualified Local MBE or SBE? Yes ☐ No ☐ Certifying Agency:

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE RFP DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR RFP NON-RESPONSIVE.

CHECK BOX BELOW TO ACKNOWLEDGE THIS PROPOSAL.

The proposer certifies that this proposal is based upon all conditions as listed in the proposal documents and that he has made no changes in the proposal document as received. He further proposes and agrees, if his proposal is accepted, he will execute an appropriate agreement for the purpose of establishing a formal contractual relationship between him and the city of Hollywood, Florida, for the performance of all requirements to which this proposal pertains. Further, by checking the agree box listed below (if submitting RFP online) and by signing below in blue ink (if submitting RFP via mail) all RFP pages are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this RFP for the above proposer.

Agree ☐

 Authorized Name (Type or Print)

 Title

 Date

 Authorized Signature

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ATTACHMENT A: LOCAL MBE/LOCAL SBE PROGRAM POLICY & STATEMENT OF COMMITMENT TO UTILIZE QUALIFIED LOCAL MBES/SBES

EXHIBITS:

- A:** AMPHITHEATER SCHEMATIC PLAN
- B:** INTERLOCAL AGREEMENT
- C:** INTERLOCAL AGREEMENT – FIRST AMENDMENT
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NOTICE TO ALL BIDDERS AND PROPOSERS

Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(E) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

**REQUEST FOR PROPOSAL FORM
CITY OF HOLLYWOOD, FLORIDA**

“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”

PART I: Purpose, Background & Scope of Services

Purpose:

The City of Hollywood is seeking proposals from qualified concert/special event promotional firms or other qualified groups and professionals (Producer) to provide a series of concerts and/ or major special events within the City of Hollywood's ArtsPark at Young Circle located at Hollywood Boulevard and US 1 in Hollywood, Florida. The existing facility consists of a circular park with a temporary stage in an amphitheater setting, a visual arts building with studio space, gallery and wooden floor studio as well as various fountains, plazas, play pieces and passive areas with sculpture pieces. The site is located in an urban setting at the center of a major metropolitan area of South Florida. It is the philosophy, intent and expectation of the City of Hollywood to provide a quality concert, event, performing arts environment for the citizens and visitors to Hollywood.

The City is in the process of designing and developing a permanent amphitheater facility with a direct capacity of approximately 2500 to 3000 lawn seated spectators and approximate capacity of the entire park of 6500. A front of stage apron would accommodate approximately 300 to 400 of the anticipated capacity in various configurations. The main stage will be 60' x 40' with 20' x 20' wings. The stage will be covered with a permanent roof and there will be the capability to hang rigging for sound, lights and light theatrical staging at a height of approximately 30 feet. Dressing rooms, minor storage, loading and limited back stage parking along with public restrooms are being included in the structure. A copy of the Amphitheater Schematic plan is attached as Exhibit A.

Funding for the amphitheater project is presently being developed from several sources and the target budget is \$5 million. The new stage complex is being developed to serve multiple uses from theater and dance to large popular music to community productions and thus has to be multi purpose in its design. We have attempted to incorporate as much of all of the various requirements as possible within the space and budget available.

Bidder should be aware that construction of this facility is tentatively planned to begin in January 2010 and will take approximately ten (10) to twelve (12) months, concluding in December, 2010. Construction may eliminate or significantly reduce the ability to produce major concert events during the term of the construction, and this should be addressed in your proposal.

The City envisions the amphitheater to be one of county-wide pride and a statement of the City's progress towards recreational and cultural development. The City's expectations are that the ArtsPark programs be operated at the highest of industry standards from the management of the operations to the level and quality of the events presented. These high standards can only be met through a professional management team that has the necessary staffing, training and experience to provide these services on behalf of the City of Hollywood.

The Producer will procure all talent and services necessary to maximize exposure, use and revenue generating potential of the ArtsPark. The intent of the Request for Proposals (RFP) process is to award a contract to plan, promote and execute a series of concerts and events within the City of Hollywood's ArtsPark. Under such contract, the successful company will be responsible for coordinating dates and operational plans with City staff, contracting for talent, vendors and other applicable services, promotion of the events and execution of the event to include ticket sales, event settlement with outside parties and other related activities.

Background:

The City of Hollywood and related agencies annually host or present over 200 special events. The events presented cover a wide range of activities and interests from a Spring Marshmallow Drop to Superbowl celebrations to concerts held weekly at the beach. Attendance at these events exceeds 350,000 and is made up of residents and non residents. The population of the city is approximately 145,000 and the city is centrally located in the seventh ranked major U.S. market with a population of approximately 5 million in the tri-county area (Broward, Miami-Dade and Palm Beach). Previously considered a retirement community, Hollywood has evolved over the past 15 years to a younger demographic with incredible diversity. Because of its existing diversity, the City was profiled by Money magazine in an article as representative of what the general population of the country would look like in 2020. Events that have been focused toward specific populations such as South Americans and Canadians normally attract substantial attendance when quality talent has been presented.

Scope of Services:

The City will solely accept proposals for the production of new major events generally involving talent of a regional or national stature. We are not inviting proposals for events that have traditionally or previously taken place in Hollywood.

Interlocal Agreement: The City of Hollywood has an Interlocal Agreement with Broward County relating to ArtsPark. The successful proposer awarded the Contract will be bound by those certain terms and conditions of the Interlocal; a copy is attached hereto and incorporated herein. Special note: The Third Amendment has not been approved, but is expected to be approved Fall 2009.

The role of the successful bidder is expected to encompass the following areas:

Produce a minimum of four (4) major events of 2,500+ patrons. The successful proposer/Producer shall submit a list of the proposed events to the City within 30 days of the execution of an agreement between the parties. The City shall review the proposed events and will provide the Producer with written notification of its approval of said events. Such approval shall not be unreasonably withheld; however, the City has the right to decline certain events.

The events will be coordinated with ArtsPark and Department of Parks, Recreation and Cultural Arts (PRCA) staff to avoid conflict with other events to be held within the ArtsPark and other areas of the City. The Producer's events will be given priority to dates if confirmed in writing to City staff at least 120 days prior to first day of use. The City will provide the successful bidder with a schedule of regularly occurring and ongoing events and other programming at the ArtsPark to the best of its ability. There is no guarantee the producer's events will not conflict occasionally with other scheduled activity in the City but best efforts will be made to avoid such conflicts. City events shall have priority over the Producer's proposed events.

The Producer will provide a turn-key operation to include contracting with top level regionally and/or nationally recognized talent appropriate for the ArtsPark venue. The Producer will be solely responsible for any and all compensation that may be due to artist/performers and other performance related expenditures.

The Producer will market and advertise each event through all available sources in order to maximize potential attendance. The City may provide access to schedules, community television, web site and other City controlled information outlets.

The Producer will be responsible for all show related equipment and logistics including fencing the perimeter or portions of the park and related production areas, on-site box office operations, stage equipment beyond the City's standard equipment and any other show related requirements not specifically outlined by the City herein or as set forth in the Interlocal Agreement.

The location of each event will be prominently advertised as "ArtsPark at Young Circle" in all advertising and marketing. The City of Hollywood will be included in all advertising and marketing at a level at least equal to the Producer. Further pursuant to the Interlocal Agreement all publications, media productions, and exhibit graphics concerning the ArtsPark shall include the County's logo and the following statement in the same size, type, style and location as credit to City or other funding contributor to the Project: *"The Project is funded in part by Broward County through the Broward County Board of County Commissioners with proceeds from the 2000 Broward County Safe Parks and Land Preservation Bond Issue."*

The City will be responsible for providing a clean and well maintained park and stage for the event. The City will provide its existing utilities and facilities within the park and pay for same. Any utilities or facilities required above and beyond the existing will be provided and paid for by the Producer and/or as negotiated between the City and Producer.

The Producer may sell food, beverages, confections, refreshments, novelties and other merchandise, or contract with a third party to do so only at its events, upon written approval of the City. There are no permanent vending or concession sales locations or facilities in ArtsPark. All such operations will have to be done from temporary facilities provided by the producer, vendors or third party concessionaire. The Producer will be responsible for contracting with food and merchandise vendors and supervising their operations. The Producer will ensure that all vendors comply with all applicable local, state and national laws and event policies of the City and that all required licenses and permits are obtained in a timely manner. All food, beverages, confections etc. sold or kept for sale will be first class in quality, wholesome and pure and will conform to all applicable laws, ordinances and regulations. The Producer will dispose of all refuse and garbage generated by the events which may include hiring City contractors or staff to clean the facility during and after the event and providing additional dumpsters or similar equipment for the removal of accumulated trash and garbage. The City has an active Recycling Program and will coordinate with the Producer to provide the appropriate facilities. Any and all contractors, subcontractors, and vendors retained by the Producer shall be required to execute an Indemnification form and provide adequate insurance determined by the City's Risk Manager.

The Producer may sell alcoholic beverages at its events with the written permission of the City and upon submitting the required applicable federal, state, and/or local licenses for the selling of such alcoholic beverages. However, the City reserves the right to provide all alcoholic beverage service and to retain the proceeds from same in the event it gains the appropriate licenses and develops the necessary operational capabilities.

Any and all events produced shall be family oriented.

Royalties:

Any expenses or fees related to the performances at the events of copyrighted material, including any ASCAP, SESAC or BMI fees shall be the obligation of and shall be paid by the Producer. As between the parties, the CITY shall not be responsible for any copyright or infringement claims relating to the performances at the Event. Producer shall indemnify City for copyright and patent infringement as follows:

Producer at its own expense shall defend and hold harmless the CITY, its officers, agents and employees from and against any and all claims that the copyrighted material at any event, including ASCAP, SESAC or BMI, supplied by Producer at any event infringes a U.S. patent or copyright. Producer shall pay all costs, damages and attorney's fees that a court awards as a result of such claim, including those fees at any trial and appellate level provided that the CITY:

1. Gives Producer prompt written notice of any such claim; and
2. Producer is given sole control of the defense of such claim; and
3. Any settlement negotiations and settlements relating to such claim must be authorized by the City Attorney of Hollywood, Florida and approved by the City Commission; and
4. CITY shall reasonably cooperate with Producer in the defense of such claim or action.

Title. Nothing contained herein shall be construed as an assignment to the other party of any right, title and/or interest in and to a party's Intellectual Property, it being understood that all right, title and interest relating to the Intellectual Property is expressly reserved by its owner. The Intellectual Property, together with every design, pattern, variation, and/or style related to the Intellectual Property, whether registered or not, are owned solely by the Producer or The CITY, as applicable.

Media Rights. The Producer shall possess all video/audio rights for the Event to use in any media, whether known or hereafter developed. This includes the rights to all photography (still or moving) to use in whatever manner the Producer deems appropriate in their sole discretion, including, without limitation, the right to sell, market and/or distribute videotapes, DVDs, motion pictures, television programs, internet broadcasts or other media of the Events. The Producer shall make available to the City, at no cost, copies of still photographs, and 30 second video clips which will be used solely for promotional/ informational purposes. The Producer shall be responsible for securing any and all licenses, approvals, releases and/or clearances necessary for any exploitation of the video/audio rights of the Event. During the Term, if requested by the Producer, The CITY shall provide appropriate access to the Producer, or its designee, including, without limitation, camera or video crews so that they can exercise its media rights. The Producer will comply with the standard City film permitting process which requires the production company to provide appropriate insurance and to obtain all relevant permits and inspections for appropriate equipment. A copy of the requirements will be provided to the Producer upon request. The Producer is responsible for securing any and all media production partners. The CITY shall execute any documents reasonably required by the Producers to protect the rights described in this Section. The CITY may use mutually agreed upon video of the Event created pursuant to this Section to which the Producer has rights, other than any video of artists or performances, for promotional purposes only. The CITY shall not be allowed to charge or assess any remuneration for its use of such material unless previously agreed to in writing with Producer.

Interlocal Agreement: The City of Hollywood has an Interlocal Agreement with Broward County relating to ArtsPark. The successful proposer awarded the Contract will be bound by those certain terms and any amendments particularly in the promotion of Broward County in ads, banners, etc. and conditions of the Interlocal Agreement. A copy is attached hereto and incorporated herein as Exhibit B.

Remuneration to the City:

Proposer will present formulas, formats, schedules and/or similar business plans for remuneration to the City, including monetary amounts or exact percentages of revenue on a flat fee, event or annual basis. All revenue sources should be considered in the proposal including ticket sales, food, beverage and merchandise sales, vendor fees, ticket surcharges, sponsorships and naming rights to the amphitheater structure. In the event naming rights are proposed, they should be presented as a separate value. Additionally, the City reserves the right to reject the naming rights portion of the proposal on the basis of suitability to the image of ArtsPark.

Term of Contract:

The contract will be for an initial term of three (3) years with an option to renew for one (1) additional three (3) year period, commencing on the date of the execution of the contract with the successful proposer, providing that the services have been satisfactory, and that the renewal will be in the best interest of the City.

Alternate Proposal:

The City will consider alternate proposals that are deemed by the City to be in the best interest of the City.

Cancellation:

The City of Hollywood reserves the right to terminate this agreement with or without cause effective one hundred twenty (120) days from date of written notice to the Producer. In the event that any of the provisions of the agreement are violated by the successful Proposer, the City of Hollywood may serve written notice upon such Proposer of its intention to immediately terminate the agreement. Such notice will state the reason(s) for termination of the agreement.

Personnel and Security:

The Producer will, at its own cost, provide management and personnel experienced in the promotion and production of entertainment for fulfilling the obligations of the agreement. They will provide all personnel and equipment needed to provide the services for scheduling, conducting and safeguarding the event in a professional manner including but not limited to: ticket sellers and takers, ushers and directors, sound technicians and stage hands, personnel required for installation and removal of any additional staging, sound and/or lighting, t-shirt and uniformed security and emergency medical personnel. Sworn, uniformed police and medical personnel will be City of Hollywood detail personnel. Expenses and costs for said detail shall be borne by the Producer.

Set up and Tear Down/Clean Up:

The Producer will be responsible to pay for personnel and equipment necessary for clean up and removal of all non-City equipment in ArtsPark at the conclusion of each event. Clean up will include, but not be limited to, removal of all debris, equipment, staging, tables, chairs and any other concert or event related equipment and repair of any damage to structures turf, landscape, etc. incurred from the event. Cleanup will be completed within 24 hours after the conclusion of each event. The City presently has a contract with an outside firm to provide cleaning services for the park. The Producer may use the services of the existing contractor to clean the park after the event and will pay that company directly. Cleaning services to be provided will be agreed to between the Producer and the City no later than 72 hours prior to commencement of each event. If the clean up is not completed within 24 hours due to lack of planning on the part of the Producer, the City will perform the clean up and then bill the cost of cleanup plus 20% to

the Producer. The Producer will have a representative, capable of making management level decisions, on site during set up and tear down/ clean up for each event.

ASSIGNMENT:

The Agreement may not be transferred or assigned by either party without the prior express written consent of the other.

NO JOINT VENTURE OR PARTNERSHIP:

The parties will be acting as independent contractors and the resulting Agreement shall not create a partnership, joint venture or employment relationship between the parties. The CITY, on the one hand, and the successful proposer, on the other hand, shall not have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner for anything whatsoever or otherwise to act in the name of the other party.

Minimum Qualifications:

The City expects to receive proposals from interested parties that have at least the following minimum qualifications:

1. A minimum of ten (10) years of experience producing concerts/major events with national stature. Submit a list of events and venues managed / coordinated by the proposer for the past 3 years.
2. Possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP to also include bank References.
3. Possess a competent history of event production as verified and supported by references, letters, and other necessary evidence from other venues and/or public agencies.
4. Have sufficient experienced staff to contract, market and execute the events that will be provided. List staff anticipated to work on this project with brief biography.

The City of Hollywood intends to seek a contractor/partnership relationship which provides quality entertainment to its citizens and visitors. The City considers the ArtsPark at Young Circle a key component to the future development and utilization of its downtown core. The events produced must be at a high professional level in accordance with similar operations at other quality municipal facilities.

PART II: PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION REQUIREMENTS

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP NO. 4208-09-JE

MAJOR EVENTS PRODUCTION

TO BE OPENED:

3:00 P.M., OCTOBER 29, 2009

AND ADDRESSED TO:

**CITY OF HOLLYWOOD
OFFICE OF THE CITY CLERK
2600 HOLLYWOOD BLVD., ROOM 221
HOLLYWOOD, FLORIDA 33020**

ONE ORIGINAL, CLEARLY IDENTIFIED, AND EIGHT (8) COPIES OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his Proposal delivered to the Office of the City Clerk on or before the closing time and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing time and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

SUBMISSION REQUIREMENTS (CONTINUED)

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

FORMAT**1. Title Page**

Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. RFP Checklist**4. Letter of Transmittal**

Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

SUBMISSION REQUIREMENTS (CONTINUED)**5. Profile of Proposer**

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.
- d. Provide a list and description of similar municipal engagements satisfactorily performed within the past three (3) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
- e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?

6. Project understanding, proposed approach, and methodology.

Describe your approach to performing the contracted work. This should include the following points:

Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.

Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.

B. INSURANCE REQUIREMENTS

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:

Combined Single Limit	\$500,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

- C. Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
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Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

Producer's general liability insurance policy shall include liquor liability limits equal to those of the basic insurance requirement set forth herein. If liquor is served during the Term of the Agreement at the Event, Producer shall cause to have liquor liability insurance in effect, with the CITY named as an additional insured. Such insurance shall cover the entire term of this Agreement. In the event the insurance is cancelled, the Producer shall obtain similar insurance without delay. The successful producer will submit copies of the Certificate of Insurance to the CITY 15 days prior to the first event. **A copy of similar coverage for another event should be submitted with the bidder's package or other proof of ability to obtain such coverage.**

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

HOLD HARMLESS AND INDEMNITY CLAUSE:

(Company Name and Authorized Signature, Print Name),

Producer, does hereby agree to indemnify and hold harmless the City of Hollywood, Florida (CITY), and HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY (CRA) their officers, agents, employees and contractors from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by Producer during the conduct of the events produced by Producer at the ArtsPark on the dates of the events during the term of this Agreement. Such obligation to indemnify and hold harmless shall arise notwithstanding any negligence or comparative negligence on the part of the CITY and/or CRA relating to such loss or damage and shall include all cost, expenses, and liabilities incurred by the CITY and/or CRA in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result of thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

(Company Name and Authorized Signature, Print Name),

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

C. GENERAL INFORMATION AND SCHEDULE

For information concerning procedure for responding to this Request for Proposal (RFP), contact the Procurement Services Division, Janice English, Senior Procurement Specialist at (954) 921-3345, or Danette Witherspoon, Procurement Specialist at (954) 921-3248. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum.

It is preferred that all other questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Janice English, Senior Procurement Specialist, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail to jenglish@hollywoodfl.org or dwitherspoon@hollywoodfl.org or contact the Assistant Director of Budget and Procurement Services and his designee.

RFP Schedule

REQUEST FOR PROPOSALS ISSUED	SEPTEMBER 2, 2009
PRE-PROPOSAL CONFERENCE	SEPTEMBER 30, 2009
PROPOSAL DUE DATE-PRIOR TO 3:00P.M.	OCTOBER 29, 2009

D. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference for all firms interested in submitting Proposals will be held on Wednesday, September 30, 2009 AT 9:00 AM at ArtsPark at Young Circle in the Visual Arts Building for all interested parties. To provide the City of Hollywood sufficient time to adequately prepare responses to vendor inquiries at the pre- Proposal conference, it is desirable that all questions be submitted in writing no later than September 24, 2009. The department will also conduct two (2) PRCA staffed walkthrough inspections of the facilities at ArtsPark at 10:00 AM and 12:30 PM. It is strongly recommended that all submitters attend one of the walkthrough inspections listed. All questions must be presented at the time of the walkthrough and there will be no further opportunity for a formal walkthrough with PRCA or ArtsPark staff. An effort will be made to record and share with all persons receiving this Request for Proposal, the questions and answers discussed verbally during the walkthrough. Except as provided herein, questions asked of the City must be in writing and written addendum will be issued, if required, as soon as possible after that conference.

E. OTHER CONSIDERATIONS

1. The City reserves the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.
2. All contact for information regarding the Proposal must be addressed to the City of Hollywood's Procurement Services Division. Over the course of this RFP process, related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.

Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional information is needed, he should request such information or clarification from the Procurement Services Division in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.

3. No oral change or interpretation of the provisions contained in this Request for Proposal is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
4. All materials submitted in response to the RFP become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted to the City Clerk's Office may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.
5. After initial review of the Proposals, the City may invite consultants for an interview to discuss the Proposal and meet its representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.
6. Copies of Proposals submitted may not be viewed until ten (10) days after RFP opening date.
7. The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. The City also reserves the right to waive minor technical defects in a

F. EVALUATION CRITERIA

1.	Overall Concert/Festival/Major Event Experience Of the Firm	0-20 points
2.	Business Plan for Operation, Marketing and Promoting of the Events	0-25 points
3.	Financial Responsibility/Stability of the Bidder	0-15 points
4.	Experience of Staff Who Will Be Primary Contacts/Event Managers	0-10 points
5.	References and Successful execution of Similar Projects	0-10 points
6.	Remuneration to the City of Hollywood	0-20 points

In addition to the above points total, all Proposers have an opportunity to obtain bonus points by committing to utilize local minority businesses and local small businesses on this project.

- TOTAL POINTS 110**

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G. SELECTION PROCESS

Evaluation of the Proposals will be performed by a committee selected by the City. The Committee will evaluate the firms according to their Proposal. The initial scores will be tallied and a short list will be developed consisting of the firms receiving the highest point ratings. The committee may conduct discussions with offerors on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing offerors. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinance, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. **The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.**

H. EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

I. PROMPT PAYMENT: LATE PAYMENTS BY CONTRACTOR TO SUBCONTRACTOR AND MATERIAL SUPPLIERS; PENALTY:

When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

J. ADA COMPLIANCE

Persons with disabilities who require reasonable accommodation to participate in City programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management at (954) 921-3218 (voice). If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.

K. PUBLIC ENTITY CRIMES

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

L. DECLARATION

The aforementioned, as Proposer (herein used in the masculine singular, irrespective of actual gender and number) declares, under oath that no other person has any interest in this Proposal or in any resulting agreement to which this Proposal pertains, that this Proposal is not made with connection or arrangement with any other persons and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the instructions to Proposers, that he has read all addenda, if any, issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.

(This Section Intentionally Left Blank)

M. DISCLOSURE OF CONFLICT OF INTEREST

Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

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

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any name, the City shall interpret this to mean that no such relationship exists.

(This Section Intentionally Left Blank)

RFP CHECKLIST

Please check each line item after the completion of the appropriate item.

- _____ I verify that the signature on page number one (1) is the signature of the person authorized to bind the agreement. (Preferably in blue ink)
- _____ I, the Bidder, acknowledge reading information relative to the City's ***"Local Minority Business Enterprise (MBE) and Local Small Business Enterprise (SBE) Program"*** as contained in this document and providing for such information. (if applicable to this proposal)
- _____ I acknowledge reading and signing the Hold Harmless Statement.
- _____ I have included all information, certificates, licenses and additional documentation as required by the City in this RFP document.
- _____ I have checked for any addendums to this RFP, and will continue to check for any addendums up to the due date and time of this RFP.
- _____ I have submitted one (1) original and eight (8) copies of the entire proposal with addendums.
- _____ I have verified that the outside address label of my RFP package is clearly marked to include my company's name, address, RFP number and date of RFP opening.
- _____ I have read and completed (if applicable) the "Disclosure of Conflict of Interest".
- _____ I, the Bidder, am aware that a Notice of Intent to award this bid shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.
- _____ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

NAME OF COMPANY: _____

PROPOSER'S NAME: _____

PROPOSER'S AUTHORIZED SIGNATURE: _____

DATE: _____

ATTACHMENT A -**LOCAL MINORITY BUSINESS ENTERPRISE (MBE) AND LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROGRAM
POLICY & STATEMENT OF COMMITMENT TO UTILIZE QUALIFIED LOCAL MBES/SBES**

It is the policy of the City of Hollywood that qualified local minority business enterprises (MBEs) and qualified local small business enterprises (SBEs) as defined in the City's of Hollywood's Local MBE/SBE Program policies and procedures shall have the maximum opportunity to participate in the performance of all aspects of contracting and subcontracting opportunities for the City of Hollywood. In this regard, the City of Hollywood and its contractors will take all necessary and reasonable steps to ensure that qualified local minority and qualified local small businesses have the maximum opportunity to compete for and perform such contracts and subcontracts and provide materials and/or services for such contracts/subcontracts.

If a Proposer uses a local business as a Subcontractor or Material Supplier on a City project that is eligible to be qualified as a local minority business enterprise or a local small business enterprise in accordance with the City's Local MBE/SBE Program, but the business is not currently qualified as a qualified local minority business enterprise or a qualified local small business enterprise, the Work or Material Supplies provided by the local business WILL NOT be counted as qualified local business enterprise participation. The local small business or local minority business must be qualified as a local minority business enterprise or a local small business enterprise in accordance to the City's Local MBE/SBE Program prior to the submission of the proposal for the project to have the Work or Material Supplies provided by the local minority business enterprise or local small business enterprise counted as qualified local business enterprise participation.

Notification is hereby given that qualified local minority business and qualified local small business enterprises are encouraged to participate in the City of Hollywood's Local Minority Business Enterprise and Local Small Business Enterprise Program by submitting a proposal package for this project. Local Minority Business Enterprise and Local Small Business Enterprise Program information and application can be obtained by visiting www.hollywoodfl.org/minority-small-business-enterprise/.

Upon submission of a proposal, failure of any Proposer to comply with this policy which seeks to maximize the use of local MBES/SBES shall result in proposal being deemed non-responsive and recommended for rejection from the procurement process. Before awarding the contract, the City will provide the Proposer the opportunity for Administrative Reconsideration which affords the Proposer the opportunity to demonstrate how its proposal met the program criteria.

The requirements described below apply to the Proposer's response to the solicitation for Major Events Production as well as efforts which will be required of the successful Proposer/Contractor in the performance of services under each supplemental project or assignment engaged in during the life of the Contract/Agreement for Major Events Production. Should a Proposer's proposal for the Major Events Production be rejected, Administrative Reconsideration, as described immediately below, will be available for the Proposer to challenge that determination. If the City of Hollywood determines that the apparent successful Proposer has failed to meet the requirements of this policy, before awarding the contract, it will provide the Proposer the opportunity for Administrative Reconsideration that will include the following:

The Proposer will have the opportunity to demonstrate how the proposal met the requirements of the program. The request for Reconsideration shall be submitted within five (5) working days after the Proposer receives the Notice of Determination. The Request for Reconsideration shall address the issues of whether the Proposer met the goals, if any, or made adequate good faith efforts to meet the goals. If no goal was required, the Proposer will have the opportunity to demonstrate how the Proposer maximized the

participation of qualified local MBE/SBE Subcontractors and qualified local Material Suppliers on this project(s) or submitted documentation that demonstrated adequate good faith efforts (successful and unsuccessful) were engaged by the Proposer to maximize the participation of qualified local MBE/SBE subcontractors or qualified local Material Suppliers on this project.

Once the Contract/Agreement for Major Events Production is awarded, the Contractor's/Proposer's failure to comply with the requirements described below in the performance of each project awarded would constitute a breach of the Contract/Agreement for Major Events Production and subject to the Proposer/Contractor to the remedies available under the contract or otherwise applicable law.

The Proposer/Contractor commits to using sufficient reasonable good faith efforts to contract with qualified local minority businesses and/or qualified local small businesses to the maximum extent possible. The Proposer/Contractor commits to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract.

The Proposer/Contractor should consider quality and price in selecting a subcontractor or material supplier. A subcontractor or material supplier must be capable of performing the contract work.

Section A: Statement of Commitment to Maximize the Use of Qualified Local Businesses

The Proposer shall write a statement in the Proposal to commit to maximizing the use of qualified local minority business enterprises and qualified local business enterprises in accordance with the Local Minority Business Enterprise (MBE) and Local Small Business Enterprise (SBE) Program Policy & Statement of Commitment to Utilize Qualified Local MBEs/SBEs.” The information required by Section A, Commitment to Maximize the Use of Qualified Local Businesses is to be provided with the sealed proposal.

Section B: Contract Award Conditions:

The requirements described below apply to the successful Proposer's response to the solicitation for Major Events Production as well as efforts which will be required of the successful Proposer in the performance of services under each supplemental project or assignment engaged in during the life of the Contract/Agreement for Major Events Production. Approval of the Contractor's/Proposer's recommended events/productions and/or services will be conditioned on meeting the requirements of this section for each event/service.

1. Submission by the Proposer/Contractor of the completed “Tabulation of Subcontractor and Material Suppliers” form (Attachment H) with the proposal;
2. The names and addresses of all Subcontractors and Material Suppliers. Clearly designate which Subcontractors and Material Suppliers are local minority and local small business that will participate in the contract;
3. A description of the Work and/or Materials that each local minority and local small business will perform or supply;
4. The dollar amount or percentage of the Work and/or Materials that each local minority and local small business will provide on the project;
5. Actual participation of local minority businesses and/or local small businesses listed on the “Tabulation of Subcontractor and Material Suppliers” form (Attachment H) that is provided with this proposal document that demonstrates

that the use of such businesses on this project is maximized. If the actual participation of local minority businesses and local small businesses is not maximized, the bidder shall submit with its proposal packet documentation all good faith efforts (successful and unsuccessful) that were engaged to maximize the use of local minority businesses and/or local small businesses on this project.

The City of Hollywood reserves the right to accept or reject any or all proposals, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Proposer whose proposal is determined by the City to be in its best interest.

Goals:

There is not a goal for this project. Proposers are required to comply with all other requirements of this policy that seeks to maximize the participation of local minority and local small businesses including local Subcontractors and local Material Suppliers on this project.

Good Faith Efforts:

A condition of contract award is that the contract award be made only to the Proposer (including MBEs/SBEs Proposers that are qualified in accordance with the City of Hollywood Local MBEs/SBEs Procurement Program policies and procedures, or MBEs/SBEs/DBEs/DWBEs certified by another governmental body who would also qualify as local MBE/SBEs) who maximizes the utilization of local MBEs/SBEs or who makes good faith efforts to maximize the use of local minority and small businesses including local Subcontractors and/or local Material Suppliers on the project. The City of Hollywood will determine whether a Proposer has made good faith efforts if the Proposer does the following:

1. Submits a completed "Tabulation of Subcontractors and Material Suppliers" form which lists the local minority businesses and local small businesses in accordance with the "Contract Award Conditions in Section A, Design of Parking Garage Facility - Design Build Team and Items 1-5," that the Proposer's commits to use on this project to maximize participation of local minority and local small businesses including local Subcontractors and/or local Material Suppliers. If the Proposer does not maximize the participation of local minority businesses and local small businesses on this project, the Proposer shall submit documentation of good faith efforts both successful and unsuccessful made by the Proposer to maximize such participation. The good faith documentation should be submitted in the sealed proposal packet for this project and anytime this information is updated.

If the Proposer does not maximize the participation of local MBEs/SBEs on this project, the Proposer must provide all documentation with its proposals which by its scope, quality, quantity and intensity of the different kinds of efforts the Proposer made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Proposer was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack for success, i.e. local minority or local small

business including local Subcontractor's and/or local Material Supplier's proposal too high, local minority or local small business including local Subcontractor and/or local Material Supplier who proposal is apparently not qualified to perform the particular services, no proposal received, etc.

Mere pro forma efforts are not good faith efforts to meet the qualified local MBE/SBE requirements. The Proposer should submit written documentation of good faith efforts with proposal when the participation of local MBEs/SBEs on this project is not maximized, if they wish to be awarded the contract.

The City of Hollywood will consider the following list of types of actions as a part of the Proposer's good faith efforts to obtain local minority and/or local small business including local Subcontractor and/or local Material Supplier participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all qualified local MBEs/SBEs who have the capability to perform the Work or provide Materials needed to complete the project. The Proposer must solicit this interest within sufficient time to allow the local MBEs/SBEs to respond to the solicitation. The Proposer must determine with certainty if the local MBEs/SBEs are interested by taking appropriate steps to follow-up the initial solicitations.
- b. Selecting portions of the Work to be performed or portions of the Materials to be provided by local MBEs/SBEs in order to increase the likelihood that local MBE/SBE participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate local MBE/SBE participation, even when the prime contractor might otherwise prefer to perform these Work items or provide these Material items with its own forces.
- c. Providing interested local MBEs/SBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist the local MBEs/SBEs in responding to a solicitation.
- d. (1) Negotiating in good faith with interested local MBEs/SBEs. It is the Proposer's responsibility to make a portion of the Work or Materials available to the local minority and local small businesses including local Subcontractors and local Material Suppliers and to select those portions of the Work or Material needed consistent with the available local minority and local small businesses including local MBE/SBE Subcontractors and local Material Suppliers, so as to facilitate local MBE/SBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of local MBEs/SBEs that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for contracting and/or subcontracting; and evidence as to why additional agreements could not be reached for local MBEs/SBEs to perform the Work or provide the Materials.

- (2) A Proposer using good business judgment would consider a number of factors in negotiating with local minority and local small businesses including local MBE/SBE Subcontractors and local Material Suppliers, and would take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using local MBEs/SBEs is not in itself sufficient reason for a Proposer's failure to seek to maximize the use of local MBEs/SBEs as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Proposer, including a local MBE/SBE Proposer to perform the Work or provide the Materials of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts and maximize utilization of other local MBE/SBEs. Proposers are not, however, required to accept higher quotes from local MBEs/SBEs if the price difference is excessive or unreasonable or the local MBEs/SBEs are not qualified to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.
5. Making efforts to assist interested local MBEs/SBEs in obtaining bonding, lines of credit, or insurance as required by the City of Hollywood or Proposer.
6. Making efforts to assist interested local MBEs/SBEs in obtaining necessary equipment, supplies, Materials, or related assistance and services.
7. Effectively using the services of available minority/women/small business community organizations; minority/women/small contractors' groups; local, state, and Federal minority/women/small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of minority/women/small businesses.

In determining whether a Proposer has made good faith efforts, the City of Hollywood will take into account the performance of other Proposers in meeting the requirements of the proposal and historical participation by local MBEs/SBEs involving similar Work or Materials. For example, when the apparent successful Proposer fails to obtain or fails to maximize qualified local MBE/SBE participation, but others Proposers obtained and/or maximized local MBE/SBE participation, the City of Hollywood will reasonably raise questions whether, with additional reasonable efforts, the apparent successful Proposer could have obtained and/or maximized local MBE/SBE participation. As indicated, a reasonable level of local MBE/SBE participation (maximization) may not be apparent until after proposals are opened and participation and good faith efforts of various bidders compared. Therefore, it is recommended that in all cases, all good faith efforts be documented, and evidence of such included with the proposal.

Even if a Proposer is a local MBE/SBE, maximizing the utilization of other local MBEs/SBEs is still required. If the Proposer is not successful in achieving maximum participation of local minority and local small businesses including local Subcontractors and local MBE/SBE Material Suppliers on this project, the Proposer shall document good faith efforts both successful and unsuccessful that were engaged to utilize other

local minority and local small businesses including local Subcontractors and local MBE/SBE Material Suppliers and submit the good faith efforts documentation in the sealed proposal packet.

If the Proposer/Contractor does not maximize the participation of qualified local MBEs/SBEs on each project, the Contractor must provide all documentation with its Tabulation of Subcontractors and Material Suppliers form by which by its scope, quality, quantity and intensity of the different kinds of efforts the Contractor made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Contractor was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack of success, i.e., Subcontractor's and/or Material Supplier's bid too high, Subcontractor and/or Material Supplier who bids apparently not able to perform the particular services, no bids received, etc.

The Contractor should also use the "Local Minority Business Enterprise and Local Small Business Enterprise Unavailability Form (Attachment C) to document efforts engaged to maximize the use of qualified local minority business enterprises and qualified local small business enterprises.

Mere pro forma efforts are not good faith efforts to meet the qualified local MBE/SBE requirements.

Qualified local MBE/SBE Terminations/Substitutions:

A Proposer/Contractor shall not terminate for convenience a qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier and then perform the Work or provide the Materials of the terminated subcontract within its own forces or those of an affiliate without the prior consent of the City of Hollywood.

When a qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier is terminated or fails to complete its Work or fails to provide the Materials on the contract for any reason, the Contractor shall make good faith efforts to find another qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier to substitute for the original qualified local MBE/SBE. These good faith efforts shall be directed at finding another qualified local MBE/SBE to perform at least the same amount of Work or provide the same amount of Materials under the contract as the qualified local MBE/SBE that was terminated to the extent needed to meet the contract goal or commitment.

The City of Hollywood shall have the right to consider price, quality, past performance including meeting qualified local MBE/SBE commitments, time required for performance and qualifications of the Contractor in making future award(s).

PAYMENT:

Upon contract award, the City of Hollywood does not count the participation of the qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier toward the Contractor's qualified local MBE/SBE achievement or its overall goal until the amount being counted toward the goal or achievement has been paid to the qualified local MBE/SBE. *The Contractor is required to submit documentation to the City of Hollywood to validate payment to the qualified local MBE/SBE and the amount of the qualified local MBE/SBE achievement/goal achieved to date.*

Records of progress payments made by Proposer/Contractor to qualified local MBE/SBE Subcontractors and/or qualified local Material Suppliers are required at least on a monthly basis. However, information can be submitted more frequently than monthly.

Payment will be due to the Propose/Contractor from the City of Hollywood thirty (30) days after receipt of invoice, provided that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with the Specifications, because unacceptable equipment or Materials were delivered as determined by the City's inspection or failure by the Contractor to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractor and Material Suppliers; penalty:" clause. The City shall notify the Contractor of any unsatisfactory performance or non-compliance with the "Late Payments by Contractors to Subcontractor and Material Suppliers" clause as soon as practicable so that it can be corrected without delaying payment if possible.

The Proposer/Contractor shall submit the Subcontractor and Material Supplier Certification form (Attachment D) to verify payment to each subcontractor and each material supplier that provide goods and/or services for this project. Failure to submit the Subcontractor and Material Supplier Certification may result in payment being withheld by the City.

Prompt Payment: Late Payments by Contractors to Subcontractor and Material Suppliers; penalty:

When a Contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 15 Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to this prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed.

Prompt Payment Assurance:

The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material supplier.

Equal Opportunity Assurance:

The Contractor, sub recipient, Subcontractor or Material Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

The Contractor shall include this assurance in each subcontract that it signs with a Subcontractor or Material Supplier.