



## **REQUEST FOR PROPOSAL**

### **DEVELOPER QUALIFICATIONS (RFP) # FY 2012-2013-CRA004 PUBLIC-PRIVATE DEVELOPMENT OF CRA PROPERTY (FOSTER ROAD & NORTH DIXIE HIGHWAY)**

### **STEP 1 PROCESS**

**PREPARED BY:  
HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND HALLANDALE BEACH PROCUREMENT DEPARTMENT**

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## **NOTICES TO PROSPECTIVE PROPOSERS**

The City of Hallandale Beach Community Redevelopment Agency (the "CRA"), Florida, invites interested parties to submit qualifications from experienced individual(s), group(s), or company(ies), referred to in this RFP as the "Master Developer", to provide the services described in this RFP.

The CRA intends to evaluate and determine which firm(s) is qualified to participate in a redevelopment project of CRA-owned land located along North Dixie Highway and Foster Road. The 2.5 Acre site is comprised of two parcels of vacant land whose redevelopment has long been awaited by the community. Currently owned by the CRA, the site is slated for development as a mixed-used project.

All proposals must be submitted in accordance with the Request for Development Proposals (RFP) document which may be obtained online at [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

This document contains detailed and specific information regarding the property being offered for development, the CRA's goals with respect to the development of this site, and the two-step process for developer selection.

**Proposals are due: Friday, September 27, 2013 by no later than 11:00 am.**

### **Submittal:**

1. Firms are to submit proposals on a thumb drive that is searchable in adobe format. **Please make sure that the thumb drive is tested before submission** in order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" process to read the data/information.

Do not place a password on the thumb drives. Provide six (6) thumb drives with your firm's submittal.

2. Bid Guarantee: The shortlisted developer that will be invited to participate in Step 2 of the RFP process will be required to provide a hardcopy (paper) submittal of a \$20,000 cashier's check payable to the Hallandale Beach Community Redevelopment Agency. The cashier's check will not be refunded, unless, the CRA does not enter into an agreement with the developer.

**PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

<b>CITY OF HALLANDALE BEACH</b>
<b>CITY CLERK'S OFFICE- ADMINISTRATION OFFICE</b>
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 249</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>REQUESTS FOR PROPOSAL DEVELOPER QUALIFICATIONS RFP # FY2012-2013-CRA004 STEP 1 PROCESS PUBLIC PRIVATE DEVELOPMENT OF CRA PROPERTY FOSTER ROAD &amp; NORTH DIXIE HIGHWAY</b>

**Questions:** Any questions are to be submitted via email to [alues@cohb.org](mailto:alues@cohb.org) by no later than August 20, 2013 by 11:00 am.

**Mandatory pre-proposal conference:** Pre-Proposal Conference to be held August 15, 2013 at 2:00 p.m., City Hall Commission Chambers. Firms must sign in to make sure your participation is counted. If your firm does not attend this conference your firm's submittal will not be accepted.

**Non-Mandatory Site Visit:** Firms are encouraged to visit the site on their own prior to the mandatory pre-proposal conference to be held on August 15, 2013 at 2:00 pm. If firms want an actual record of questions and answers, written questions must be submitted prior to the deadline for questions.

**Conflict of Interest Notification Requirement:**

If you are an employee, board member, elected officials or an immediate family member of any such person, please indicate the relationship with your firm's submittal. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the CRA. Under the Form Section in this RFP your firm must complete the Conflict of Interest Notification Requirement Questionnaire and submit with your firm's response.

**References:**

The CRA will conduct reference checks as a component of due diligence to determine the capability of firms to be able to perform the requirements of the project.

Each firm responding to this RFP must provide verifiable references for projects of similar scope as outlined in this RFP. Please see Section IV. Submission of Proposals, Item # 6, Description of Development Team's Comparable Projects.

**Cone of Silence:**

The City of Hallandale Beach City Commission adopted Ordinance No. 2013-03, which created Section 23-13 imposing a Cone of Silence for City purchases of goods and services. The Cone of Silence refers to limits on communications held between Proposers and Proposers' representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open. For the purpose of this solicitation, BCRA Board members, management, and staff are also included in this Cone of Silence.

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 Board of Directors takes any other action which ends the solicitation.

**RFP document Download instructions:**

The City of Hallandale Beach Procurement Department prefers that the RFP be obtained from the City of Hallandale Beach Website at [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

For questions regarding this solicitation email the Procurement Department at [procurement\\_department@hallandalebeachfl.gov](mailto:procurement_department@hallandalebeachfl.gov) or fax written requests to (954) 457-1342 or call 954-457-1333.

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**PURPOSE OF RFP**  
**INTRODUCTION / INFORMATION**

**I. PURPOSE**

The Hallandale Beach Community Redevelopment Agency (the “CRA”), Florida, invites interested parties to submit qualifications from experienced individual(s), group(s), or company(ies), referred to in this RFP as the “Master Developer”, to provide the services described in this RFP.

The CRA intends to evaluate and determine which firm(s) is qualified to participate in a redevelopment project of CRA-owned land located along North Dixie Highway and Foster Road. The 2.5 Acre site is comprised of two parcels of vacant land whose redevelopment has long been awaited by the community. Currently owned by the CRA, the site is slated for development as a mixed-use project. See attached map provided as Exhibit 1, hereinafter the “Property”.

Attached also find the Phase I Environmental Site Assessment, Exhibit 4.

The CRA is seeking to select an experienced Master Developer interested in the responsibilities and opportunities involved in the development of the following:

- Affordable Housing (multi-family rental, townhomes [homeownership], or combination thereof)
- Commercial retail, Office, Medical, Government Facility, or other appropriate use

The intent of this project is for the Property to be a redevelopment catalyst for the Northwest Quadrant of the City. The end uses shall respond to the needs of the immediate community, while enhancing the quality of the life for all the residents in the City of Hallandale Beach. The CRA believes that the proposed project should:

- Be an aesthetic and economic stimulus for existing redevelopment efforts;
- Include a mix of housing types and income targets to encourage a healthy diverse community;
- Present an attractive gateway into the community;
- Employ sustainable principles (i.e. L.E.E.D. Certified);
- Represent a timeless quality development where people want to live;
- Take advantage of surrounding public transit routes; and

Leading up to the issuance of this RFP, the CRA engaged the Urban Land Institute (ULI) to carry out a Technical Assistance Panel (TAP) whereby public engagement could be sought in regard to desired uses for the site, and combine them with feasible development criteria. The TAP’s report is provided for your information (Exhibit 2).

The CRA seeks to be a development partner with the selected development team. Initially the CRA intends to contribute the land to facilitate the economics of the deal, based on financial underwriting review and evaluation by the CRA. The CRA may also consider providing other financial incentives, such as subsidies to the individual buyers of the housing units, but the provision of such will be based on an independent needs assessment of the project pro forma.

The City of Hallandale Beach may also consider entering into a long term arrangement to occupy a portion of the developed commercial space to accommodate (approximately 20,000 – 25,000 sq. ft.) the social services operation currently residing in the Austin Hepburn Center. This operation could serve as an anchor tenant for the proposed new development, should the space build out be appropriate, and the mix of commercial/retail uses work effectively.

The CRA believes that the parcel could be developed immediately and would like to select a firm to:

- 1) Create a reasonable project schedule,
- 2) Develop a site plan and product that addresses the CRA's needs while respecting the goals and values articulated in the Redevelopment Plan (provided as Exhibit 3), and
- 3) Develop and market the project.

The following services will be required from the successful firm:

- Planning Services
- Design Services ( Architectural, Landscaping Architect, Urban Designer)
- Building and Construction Services (permitting and licenses)
- Full project financing
- Project marketing and outreach
- Leasing, Sales, and Property Management
- Additional Services as needed

All permits and licenses necessary for the work undertaken pursuant to this RFP shall be secured and paid for by the awarded Master Developer, unless otherwise negotiated with the CRA.

All responses must be submitted in accordance with a two-step Request for Proposals document which may be obtained online at [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

This document contains detailed and specific information regarding the property being offered for development, the CRA's goals with respect to the development of this site, and the two-step process for developer selection.

The CRA is interested in moving forward as expeditiously as possible and therefore, this two-step Request for Proposal (RFP) process has been released. This approach allows the CRA the ability

to solicit qualified interest quickly, to encourage broad developer participation with minimal up-front time and entry cost, and to receive the widest range of concepts consistent with desired goals.

**Step 1:** Evaluate and rank the experience of Developers, their financial capacity, and their proposed concept plan for the development of the site. Based on ranking, the CRA Board will select a primary Development Team and possibly an alternate. All Step 1 proposals submitted for consideration shall contain all Sections listed on Section IV- Submission of Proposals. The submittals received through Step 1 will be evaluated with the criteria outlined in Section VIII- Evaluation Committee and Proposal Evaluations.

**Step 2:** The primary Development Team selected by the Board will then be asked to submit formal proposals containing the following:

1. preliminary design concept (preliminary site plan, massing, height, physical character)
2. preliminary feasibility and marketing analyses and financing plan;
3. preliminary environmental impact and traffic analysis;
4. preliminary proposed terms for lease of the site, if any;
5. preliminary project implementation schedule; and
6. project team composition as it relates to City's Community Benefit Plan (CBP)

The shortlisted developer that will be invited to participate in Step 2 of the RFP process will be required to provide a hardcopy (paper) submittal of a \$20,000 cashier's check payable to the Hallandale Beach Community Redevelopment Agency. The cashier's check will not be refunded, unless, the CRA does not enter into an agreement with the developer.

The Board will then determine if they want to accept the detailed proposal, and authorize the Executive Director to proceed with contract negotiation, with final development agreement subject to approval by the Board. In negotiating the agreement, the CRA Executive Director may require public presentations of the proposed project.

As a result of this RFP, the selected Master Developer would enter into a development agreement to develop the existing site.

**END OF SECTION**

**REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE**

**THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.**

RFP ADVERTISING DATE	AUGUST 9, 2013
RFP DOCUMENT RELEASED	AUGUST 9, 2013
QUESTIONS	WILL BE ANSWERED UP TO AUGUST 20, 2013 11:00 AM. MUST EMAIL THE QUESTIONS
MANDATORY PRE-PROPOSAL MEETING	AUGUST 15, 2013 @ 2:00 PM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	SEPTEMBER 27, 2013 NO LATER THAN 11:00 AM
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	OCTOBER 7, 2013
ORAL INTERVIEWS – (IF REQUIRED)	OCTOBER 14 OR 21, 2013
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

## LIST OF ADMINISTRATORS AND DEPARTMENT'S LIAISONS

<b>1.</b>	<b>CITY MANAGER/CRA EXECUTIVE DIRECTOR</b>
	<b>Renee C. Miller</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1300</b>
<b>2.</b>	<b>DEPUTY CITY MANAGER/CRA DIRECTOR</b>
	<b>Daniel A. Rosemond</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1377</b>
<b>3.</b>	<b>PROCUREMENT DIRECTOR</b>
	<b>Andrea Lues</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1332 (OR)</b>
<b>4.</b>	<b>PROCUREMENT SENIOR SPECIALIST</b>
	<b>Joann Wiggins</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1331</b>

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## **II. CRA INFORMATION**

The CRA was created in 1996 to redevelop and improve the City's overall aesthetics. As a result, the City has undertaken ambitious improvements to include roads and infrastructure, beautifying neighborhood streets, parks, development and restoration of a Historical Village and providing many residential and commercial programs and opportunities. The CRA Redevelopment Area is bound to the north by Pembroke Road, to the south by the Dade-Broward County line, to the west by interstate 95 and to the east by NE 14th Avenue and the 14th Avenue canal.

The CRA is responsible for general redevelopment initiatives as outlined in the agencies 2012 Implementation Plan and the 2013 Visioning Plan document. A strategic goal outlined in said plan is working toward creating a livable community. To that end, this RFP seeks to create new housing stock that will enhance the livability of the target community. The proposed project is reflected under the goals section of the implementation plan; *R-Land Acquisition, Development, and Related Activities*, see Exhibit 3.

CRA is bound by Florida Statutes Chapter 163, Part III, and Resolution No. 2012-05. Please be advised that this RFP constitutes notice pursuant to Section 163.380(3)(a), Florida Statutes, that the CRA is the owner of and intends to dispose of its interest in the Properties. Any party interested in developing housing on the properties is hereby notified that the provisions of such statute have been complied with and by responding to this RFP waives any right to claim that the CRA has not properly complied with such statute.

## **III. QUESTIONS REGARDING RFP:**

For information pertaining to this Request for Proposals (RFP), contact the Procurement Department at (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

**END OF SECTION**

#### **IV. SUBMISSION OF PROPOSALS:**

The following format must be followed for the submission of firm's responses to the RFP. The outline for items # 1 through # 13 below must be followed since the Evaluation Committee will read your firm's responses as the basis for its evaluation. All proposals must include all sections (1-13) listed below. All proposals must be signed by an authorized officer of the Master Developer who is legally authorized to enter into a contractual relationship in the name of the Master Developer.

The submittal of a proposal by a Master Developer will be considered by the CRA as constituting an offer by a Master Developer to perform the required services, and to provide the required goods and services.

1. Title Page

It should show the request for proposal's subject, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A letter signed by an authorized officer of your firm briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as Board of Directors awards a contract as a result of this RFP.

4. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, capacity and proposed approach of the firms seeking to undertake the work for CRA in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The proposal must demonstrate the qualifications and experience of the firm and of the particular staff to be assigned to the Project as well as a proposed approach and specific scope of services to be performed.

The proposal should address all points outlined in the specifications, plans and RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data or information may be presented, the information requested in sections 1 through 13 must be included. Sections 1-13 comprise the basis against which criteria set forth in this RFP will be used to evaluate and score Proposals.

5. License(s) to Practice in Florida

An affirmative statement and submission of evidence should be included indicating that the firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the development project.

6. Description of Development Team's Comparable Projects (References)

Describe qualifications and experience in developing urban mixed use properties under a Public/Private venture agreement, with particular attention to the experience and qualifications of the principal respondent. List and describe all development projects currently under development or completed. Identify the person serving as the principal point of contact and having authorization to make representations and agreements on behalf of the entity responding and provide contact information.

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project.

Each firm responding to this RFP must provide verifiable references for projects of similar scope as outlined in this RFP.

Describe the Proposer's qualifications and experience in the development of projects comparable to the Project, which description should include the following information for each such comparable project:

- i) The client name, address, telephone number, the name of the contact person and email address. The City will conduct reference checks through email.
- ii) A description of the required work completed for such project;
- iii) The contract period and duration;
- iv) A statement or notation as to whether the Proposer was a Master Developer, prime contractor or subcontractor, subconsultant or supplier;
- v) The result of the project; and
- vi) List any and all contracts the Proposer has performed for the Hallandale Beach CRA.

7. Statement of Organization

Describe the team organization structure which should include the responsibilities of management and staff personnel who will perform work on the Project. Describe the method employed to ensure prompt service, prompt complaint resolution, customer satisfaction, effective employee performance and, timely initiation and completion of all work.

- 1) Provide an organizational chart showing all individuals, including their titles, who will perform any work on the Project. This chart must clearly identify the Proposer's employees and employees of any subcontractors or subconsultants.
- 2) Describe the experience, qualifications, and other vital information, including relevant experience on similar projects, of all key individuals and subcontractors or subconsultants who or which will perform work on the Project. This information shall include functions to be performed by the key individuals and the subcontractors or subconsultants.
- 3) Provide résumés with job descriptions and other detailed qualification information on all key personnel who will be assigned to this Project, including any subcontractors or subconsultants. All key personnel includes, but is not limited to, all partners, managers, senior staff members and other professional or technical staff who will perform work on the Project.

#### 8. Financial Capability and Stability of the Proposer

The Master Developer shall demonstrate a financial capability to undertake and complete the proposed project. The Master Developer will be required to finance the development of the Project. Each Proposer shall provide sufficient documentation that it has the financial resources and ability to secure the requisite external capital financing for the project.

Each Proposer shall provide a financial summary statement in writing, signed by a duly authorized representative, stating the present financial condition of the Proposer, and disclosing information as to Proposer's involvement in any prior or current bankruptcy proceedings.

Each Proposer shall provide sufficient documentation to demonstrate the following:

- 1) Current financial stability of the primary or lead Master Developer team member, including most recent annual audited financial statements.
- 2) Sufficient working capital to fund all pre-development activities.
- 3) Financial solvency of team members, including disclosure of any past or pending bankruptcy filings
- 4) Relationships with capital financing sources, including at least 2 letters of reference from lenders or debt/equity funding sources on past project finance relationships.
- 5) Details on the capital structure (Mezzanine debt, equity) of prior development projects, in particular projects involving public private partnerships and the public 'participation' tranche in the capital structure.

## 9. General Project Description

Provide a general description of how the Master Developer and its development team would develop the Project, including the overall approach to the development plan, project management and methodology. A conceptual master plan of the Project is required and should include proposed composition of housing units (with clarification as to type; rental or homeownership) and commercial retail (or other) space, proposed density of project, along with overall square footage, ideas of proposed uses for commercial retail space, etc. The Master Developer should include (as an alternate) a portion of the development to be built out as a “community facility” for the City of Hallandale Beach Austin Hepburn Center social services operation. This operation is expected to occupy approximately 20,000 – 25,000 s.f. of space, and will enter into a long-term arrangement to occupy this space for the Master Developer.

Firm’s responses shall emphasize and consider the following elements:

- Be an aesthetic and economic stimulus for existing redevelopment efforts;
- Include a mix of housing types and income targets to encourage a healthy diverse community;
- Present an attractive gateway into the community;
- Employ sustainable principles (i.e.L.E.E.D. Certified);
- Represent a timeless quality development where people want to live;
- Take advantage of surrounding public transit routes

Any Proposer who or which has previously operated a business under another name must include a description of the previous business. Failure to include such information will be deemed to be an intentional misrepresentation to the CRA, and will render the Master Developer’s Proposal non-responsive.

The CRA reserves the right to conduct investigations, as it deems necessary to determine the ability of the selected Master Developer to perform the work or services as outlined in this RFP. The Master Developer upon request shall provide supplemental Information the CRA deems necessary in order to make independent verifications.

Each Proposer shall provide a conceptual plan of development for the project. The conceptual plan shall consist of renderings and tabular information on: Type, density and mix of private uses (number of square feet, parking, open space, rental vs. sale, etc.)

- 1) Public benefit uses, if any
- 2) Timing and phasing
- 3) External or off-site improvements required, if any

The description of the proposed project shall also address the process the Master Developer will follow to finalize the proposed development program and physical plan for the project.

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It is the CRA's expectation that the selected Master Developer will be able to commence construction within twelve (12) months after entering into a Development Agreement with the CRA.

10. Construction Timeline for all Phases of the Project

Include a construction timeline for the Project. A Phasing Plan will be required if the Proposer anticipates to develop and construct the Project in phases which should specify, at a minimum, the work to be completed in each phase and a timeline for the completion of each such phase. Green/sustainable elements need to be incorporated into all designs.

11. Litigation History

Each Proposer shall provide a statement describing any prior or pending litigation or investigation, either civil or criminal, involving any institution including a governmental agency which may affect the performance of the services to be rendered under this RFP in which the Proposer, any of its employees, subcontractors or subconsultants is or has been involved within the last three (3) years.

12. Community Benefit Plan

The CRA is committed to ensuring that all projects provide a form of tangible benefit to the community. Community Benefit Plan means a plan that is required for Projects of \$1 million or greater. Proposers must demonstrate and provide a proposed Community Benefit Plan which has identifiable and observable community benefits for the community surrounding the Project and the CRA. The benefits should include the approach for ensuring that both Prime and Subcontractors utilize local residents in every phase of the project, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. In addition, proposers are encouraged to provide expanded benefits to the community as a part of this project. In this particular case, an effort could be made to encourage local business to participate in leasing commercial space, or having said lessees hire local residents for their operation. Additionally, Proposers are encouraged to seek to provide homeownership opportunities primarily to Hallandale Beach residents.

The Evaluation Committee shall evaluate each Proposer's Community Benefit Plan and shall be responsible for determination of award points. The successful proposer's Community Benefit Plan shall be incorporated into and shall become a part of the Agreement entered into between the CRA and the Proposer, as Exhibit "B".

13. Local City of Hallandale Beach Vendor

In order for applicability of Local City of Hallandale Beach Vendor preference, the firm must submit the requirement the firm desires be applicable for their submittal clearly labeled "Local City of Hallandale Beach Vendor Preference", Exhibit C. The submittal must include:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.
- d) The percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above.
- e) Exact type of service, or direct labor or a bona fide service that Local Vendor will provide to the project.

**END OF SECTION**

## V. DEFINITIONS

“**CRA**” the Hallandale Beach Community Redevelopment Agency, a public body corporate and political.

“**CRA’s Contract Administrator**” means the CRA’s representative duly authorized by the CRA’s Board of Directors, to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

“**City**” the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.

“**City’s Contract Administrator**” means the City’s representative duly authorized by the City Commission and/or the City Manager to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

“**Contract**” and “**Contract Documents**” means the agreement for construction of the Project to be entered into between the City and the Successful Proposer/Contractor.

“**Contractor**” the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

“**Development Agreement**” means a contract between CRA and the selected Master Developer. The purpose of the agreement is to specify the standards and conditions that will govern development of the property. The development agreement provides assurance to the developer that he/she may proceed to develop the project subject to the rules and regulations in effect at the time of approval.

“**Local Business**” pursuant to Ordinance 2013-03 of the Code of Ordinances of the City of Hallandale Beach, Florida.

“**Notice to Proceed**” means the written notice given by the City to the Contractor of the date and time for work to start.

“**Project Manager**” means the Contractor’s representative authorized to make and execute decisions on behalf of the Contractor.

“**Proposal**” means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

“**Proposer**” means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

“**Proposal Documents**” the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

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**“Successful Proposer”** means the qualified, responsible and responsive Proposer to whom City (on the basis of City’s evaluation as hereinafter provided) makes an award.

## **VI. SUBMISSION AND RECEIPT OF PROPOSALS**

1. To receive consideration Proposals must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

## **VII. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach CRA by all prospective Proposers. The City of Hallandale Beach CRA reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach CRA.

1. **COMMUNITY BENEFIT PLAN** The CRA is committed to ensuring that all projects in the City provide a form of tangible benefit to the community. Community Benefit Plan means a plan that is required for Capital Construction projects if awarded project cost is \$1 million or greater. When a solicitation requires it based on this budgeted amount, proposers must demonstrate and provide a proposed Community Benefit Plan which has identifiable and observable community benefits for the community surrounding the Project and the CRA. The benefits should include the approach for ensuring that both Prime and Subcontractors utilize local residents in every phase of the project, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. Proposers must provide the Community Benefit Plan for this project as Exhibit B.

The application of the CBP for CIPs RFPs \$1 million and greater would apply and be determined as explained below and the points would be awarded within the total 100 points:

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Total project \$ awarded and the total \$ to be provided for CBP:

100%- 50% of total project cost to be awarded to be for CBP = 10 points 49% - 20% of total project cost to be awarded to be for CBP = 5 points 19% to less than 5% of total project cost to be awarded for CBP = 2.5 points
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For example firm project cost of \$1.3 million and CBP of \$65,000= 5% (65,000/1,300,00) so firm would be rated with 2.5 points on the rating sheet

For example firms project cost of \$1.3 million and CBP of \$275,000 = 21.15 or 21.2% (275,000 / 1,300,000) so firm would receive 5 points on the rating sheet

## **2. LOCAL CITY OF HALLANDALE BEACH VENDOR**

Applicability of the Local City of Hallandale Beach Business Preference is in accordance with Ordinance 2013-003. If your firm is utilizing this preference your firm must clearly state which Tier it is applying to the RFP and it must be clearly provided with the response labeled as Exhibit C.

A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased.

The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date, The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

Proof of the homestead must be submitted with the response to the solicitation. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

A Tier 2 "local City of Hallandale vendor" shall mean a business within the City limits that has a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date, The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

A Tier 3 “local City of Hallandale vendor” shall mean a resident which has a valid homestead from Broward County Property Appraiser’s in the City’s limits at least one (1) year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation. Additionally, the resident owns a business outside of the City limits. The valid business tax license shall have been issued at least one (1) year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the business tax license must be submitted with response to the solicitation.

When evaluation points are used to evaluate through a solicitation, and when a non-local business is the highest ranked proposer, and the ranking of a local firm is within 10% of the total 100 ranking points, then the City may elect to negotiate with the local firm first.

Process to apply the Local Vendor Preference to Competitive proposal.

For contract awards based upon evaluation criteria pursuant to a point system, there shall be a local participation criterion to be included in the total 100 points to be awarded. The points shall be awarded as follows:

Tier 1 Local Vendor Preference: If 100% through 50% of the Project Work submitted as a response to a solicitation, which equals to 100% through 50% of the project cost, will be provided and performed by a Tier 1 Local Vendor then the firm will receive, through the evaluation process, a total of ten (10) points.

Tier 2 Local Vendor Preference: If 49% through 20% of the Project Work submitted as a response to a solicitation, which equals to 49% to 20% of the project cost, will be provided and performed by a Tier 2 Local Vendor then the firm will receive, through the evaluation process, a total of five (5) points.

Tier 3 Local Vendor Preference: If 19% through less than 5% of the Project Work submitted as a response to a solicitation, which equals to 19% to less than 5% of the project cost, will be provided and performed by a Tier 3 Local Vendor then the firm will receive, through the evaluation process, a total of two and half (2.5) points.

	<b>Total project dollar cost (\$ ) performed</b>	<b>Total Points awarded</b>
Tier 1 Local Vendor	100 % to 50%	10
Tier 2 Local Vendor	49% to 20%	5
Tier 3 Local Vendor	19% to less than 5%	2.5

The percentage of Tier 1, Tier 2 or Tier 3 local vendor participation will be calculated by the proposer’s cost and/or expenditure’s provided and performed by a local Tier 1, Tier 2 or Tier 3 local vendor subcontractor for providing direct labor or a bona fide service, the total cost of the project dollar submitted and identified in the proposal.

A proposer may count towards its local vendor preference for Tier 1, Tier 2 and Tier 3, the fee or commissions charged for providing direct labor or a bona fide service, such as professional, technical consultant or managerial services.

Exemptions to Tier 1, Tier 2 and Tier 3.

The City will not count toward a proposer Tier 1, Tier 2 or Tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:

- (a) The proposer, either directly, or through any other company or firm owned or controlled by the proposer.
- (b) Any nonlocal business.
- (c) A Tier 1, Tier 2 or Tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual agreement with the intent of collecting a broker's fee or commission. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.
- (d) Participation by a Tier 1, Tier 2 or Tier 3 local business shall not be considered and the Tier 1, Tier 2 or Tier 3 local vendor shall be disqualified if the owner of the Tier 1, Tier 2 or Tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a City contract.

### **3. DOMESTIC PARTNER BENEFITS REQUIREMENT**

A requirement for City of Hallandale Beach CRA Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach CRA, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses. All firms must complete and provide with their response the Domestic Partnership Certification Form.

#### **Equal Benefits Requirements**

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

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## Contracts

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

## Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
  - 1. Where only one (1) solicitation response is received.
  - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

#### **4. TAX SAVINGS DIRECT PURCHASES (TSDP)**

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the City, in which private firms install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes. The City will implement the TSDP for projects of \$1 million or above and apply it if applicable to this project.

#### **5. CONE OF SILENCE:**

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
  - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the CRA and City's staff including, but not limited to, the City Manager/CRA Executive Director and her staff;
  - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
  - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and cra board of directors and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
  - (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - (2) Duly noticed pre-bid/proposal conferences and site inspections;

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- (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager/CRA Executive Director presents her written recommendation to CRA Board of Directors;
  - (4) Emergency procurements;
  - (5) Communications with the CRA Attorney;
  - (6) Sole source procurements;
  - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-7
  - (8) Bid waivers;
  - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
  - (10) Public presentations made to the CRA Board of Directors and communications occurring during any duly noticed public meeting;
  - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
  - (12) Contract negotiations that occur after an award; and
  - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the City Manager/CRA Executive Director and her staff, and the mayor and cra board of directors and their staff.
- (d) Procedure.
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager/cra executive director or her designee shall issue a notice thereof to the affected department, the city clerk, mayor and cra board of directors and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
  - (2) Termination; CRA Board of Directors awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the cra board of director's meeting where the award will be made; provided, however, that if the cra board of directors defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the cra board of directors for further deliberation. In the event the cra board of directors decides to reject all bids, then the cone of silence shall be lifted.
  - (3) City Manager/CRA Executive Director awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager/cra executive director; provided, however, that if the city manager/cra executive director refers the recommendation back for further review, the cone of silence shall be

reinstated until such time as the city manager/cra executive director issues a recommendation for award pending the bid protest period.

- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

#### **6. LOBBYIST REGISTRATION:**

Registration. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City and CRA lobby the CRA Board of Directors.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of \$100.00 shall be paid to the City for annual lobbyist registration.

#### **7. SCRUTINIZED COMPANIES:**

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

#### **8. PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance by CRA until such time as the CRA Board approves award of contract.

#### **9. PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the Cra elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain

exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the CRA gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. CRA's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the CRA, and to defend, indemnify, by Counsel chosen by the CRA Attorney, the CRA and CRA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the CRA's treatment of records as public records.

#### **10. ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents or this RFP made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage <http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417>.

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

#### **11. PERFORMANCE:**

It is the intention of the CRA to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the CRA. The CRA reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

#### **12. DELIVERY:**

Time is of the essence. CRA reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

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**13. DEFAULT PROVISION:**

In case of default by the successful firm the CRA may procure the products or services from other sources and hold the firm responsible for any excess cost occasioned or incurred thereby.

**14. COPYRIGHTS AND/OR PATENT RIGHTS:**

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the CRA harmless from any and all liability, loss, or expense occasioned by any such violation.

**15. TAXES:**

The CRA is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasury Department. Exemption Certificates provided on request.

**16. FAILURE TO SUBMIT PROPOSAL:**

If your firm does not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your firm's name will be removed from the City's bid mailing list.

**17. SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed Proposal shall be considered an offer on the part of the Proposer or firm, which offer shall be deemed accepted upon approval by the CRA Board of Directors of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or firm, after such acceptance, the CRA may take such action as it deems appropriate, including legal action, for damages or specific performance.

**18. LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

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**19. RESERVATION FOR REJECTION AND AWARD:**

The CRA reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The CRA also reserves the right to award the contract on such material the CRA deems will best serve its interests.

The CRA also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the CRA reserves the right to cancel any contract by giving thirty (30) days written notice. **The CRA reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the CRA.**

**20. OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

**21. SAMPLE FORM CONTRACT:**

The CRA's Form Contract is attached as part of this solicitation. Submission of an RFP response without identifying variances expressly acknowledges and formally evidences acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Proposer.

**22. INSPECTION OF FACILITIES / SITE VISIT:**

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the CRA's Project Manager and/or designee.

**23. PROPOSER'S COSTS:**

The CRA shall not be liable for any costs incurred by proposers in response to the RFP.

**24. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY/CRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

## **25. PROTEST PROCEDURES:**

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

(1) Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.

(2) Form and Content of Protest

The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

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The Procurement Director will provide a copy of the written protest to the City Attorney and/or CRA Attorney and other appropriate City/CRA staff.

(3) Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

(4) Costs

All costs accrued from a protest shall be assumed by the protestor.

(5) Authority to resolve protests

The Procurement Director shall have the authority, subject to the approval of the City Manager/CRA Executive Director and the City Attorney and/or CRA Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

(6) Special Magistrate

In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

**27. QUALIFICATIONS OF PROPOSER:** Proposals shall be considered only from firms normally engaged in performing the type of work specified within the RFP Project Document. The firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. In determining a Proposer's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The City and the CRA have the right to conduct further investigation of the firm's responsibility. The unreasonable failure of Proposer or firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such Proposer or firm.

**VIII. EVALUATION COMMITTEE AND PROPOSAL EVALUATIONS:**

1. The CRA reserves the right to modify or cancel the selection process or schedule at any time. Additionally, CRA through the Procurement Department, may seek clarification or additional information from the Proposer, including but not limited to the evidence of the Proposer's financial status as deemed necessary for the evaluation of the response. Oral presentations may be conducted to provide the Evaluation Committee with relevant information to support of what has been submitted in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

NUMBER	CRITERIA LISTED (STEP 1)	MAXIMUM POINTS
1.	Description of Development Team's Comparable Projects (References) (page 12, item # 6)	<b>25</b>
2.	Approach to the Project (statement of Organization) (page 12, item # 7)	<b>10</b>
3.	Financial Capability and Stability of Proposer (page 13, item # 8)	<b>25</b>
4.	General Project Description (page 14, item #9)	<b>5</b>
5.	Construction Timeline for all Phases of the Project (page 15, item # 10)	<b>10</b>
6.	Community Benefit Plan	<b>15</b>
7.	Local City of Hallandale Beach business preference*	<b>(2.5-10)</b>
	TOTAL POINTS **	<b>100</b>

\*depending on tier level of the business the points may be 10, 5 or 2.5

\*\* total points may be less than 100 points depending on the applicable Tier criteria of Local Business Preference.

Oral interviews may be scheduled with the firms the Evaluation Committee determines be invited to this process. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

After oral presentations, proposals will be again evaluated by the Evaluation Committee in accordance with the following criteria and scoring assignments:

NUMBER	CRITERIA LISTED-ORAL PRESENTATION (STEP 1)	MAXIMUM POINTS
1.	Description of Development Team's Comparable Project (References) (page 12, item # 6)	<b>25</b>
2.	Approach to the Project (statement of Organization) (page 12, item # 7)	<b>10</b>
3.	Financial Capability and Stability of Proposer (page 13, item # 8)	<b>25</b>
4.	General Project Description (page 14, item #9)	<b>5</b>
5.	Construction Timeline for all Phases of the Project (page 15, item # 10)	<b>10</b>
6.	Community Benefit Plan	<b>15</b>
7.	Local City of Hallandale Beach business preference*	<b>(2-10)</b>
	<b>TOTAL POINTS **</b>	<b>100</b>

\*depending on Tier level of the business the points for the Local City of Hallandale beach Business Preference may be 10, 5 or 2. Please refer to pages 20-22.

\*\* The Community Benefit Plan award of points is explained on pages 19-20.

\*\*\* Total points may be less than 100 points depending on the applicable Tier criteria of Local Business Preference.

Notwithstanding anything to the contrary contained herein, the CRA reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the CRA. The CRA further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach CRA.

**NOTE: THE FOLLOWING PAGES CONTAIN FORMS  
THAT MUST BE COMPLETED AND EXECUTED.**

**ALL FORMS BELLOW MUST BE SUBMITTED WITH  
YOUR FIRM'S RESPONSE.**

UNABLE TO SUBMIT A REQUEST FOR PROPOSAL? We sincerely hope this is not the case.  
If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return:

**WE \_\_\_\_\_ HAVE RECEIVED THE RFP**  
**(COMPANY NAME)**

**WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:**


**COMPLETE INFORMATION BELOW:**

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: (    )	
EMAIL ADDRESS:	
<b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:</b>	
<b>CITY OF HALLANDALE BEACH</b>	
<b>PROCUREMENT DEPARTMENT</b>	
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>	
<b>HALLANDALE BEACH, FL 33009</b>	
<b>REQUEST FOR PROPOSALS RFP # FY 2012-2013-CRA004</b>	
<b>PUBLIC PRIVATE DEVELOPMENT OF CRA PROPERTY</b>	
<b>FOSTER ROAD &amp; NORTH DIXIE HIGHWAY</b>	



**THIS PROPOSAL SUBMITTED BY:**

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAIL ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

---

**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the CRA.

---

**1. Name of firm submitting a response to this RFP.**

---

**2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.**

---

**3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/firm has affiliation or business relationship, if none so state.**

---

**4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.**

---

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**Continued**  
**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

---

**5.**

\_\_\_\_\_  
Signature of person/firm that might have conflict of interest with  
City of Hallandale Beach or Hallandale Beach Community  
Redevelopment Agency

\_\_\_\_\_  
Date

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**PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),  
FLORIDA STATUTES,  
PUBLIC ENTITY CRIME INFORMATION**

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

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

Title: \_\_\_\_\_

Signed and Sealed \_\_\_\_\_ day of \_\_\_\_\_, 2013

**CRA**  
**Domestic Partnership Certification Form**

**This form must be completed and submitted with your firm's submittal.**

**Equal Benefits Requirements** As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Domestic Partner Benefits Requirement means** a requirement for CRA Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with CRA, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

**Check only one box below:**

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- 2. The firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption:  
**(Check only one box below):**
  - The firm's price for the contract term awarded is \$50,000 or less.
  - The firm employs less than five (5) employees.
  - The firm does not provide benefits to employees' spouses nor spouse's dependents.
  - The firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
  - The firm is a government entity.
  - The contract is for the sale or lease of property.
  - The covered contract is necessary to respond to an emergency.
  - The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, \_\_\_\_\_, \_\_\_\_\_  
Name of authorized Officer per Sunbiz Title

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of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

\_\_\_\_\_  
Signature \_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_ BY \_\_\_\_\_

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

\_\_\_\_\_  
(type of ID)

\_\_\_\_\_  
Signature of Notary \_\_\_\_\_  
Commission expires

\_\_\_\_\_  
Print Name of Notary Public

Seal Below:

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the 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), notify 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE:	BIDDER'S SIGNATURE:
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## **REQUEST FOR PROPOSAL**

### **DEVELOPER QUALIFICATIONS (RFP) # FY 2012-2013-CRA004 PUBLIC PRIVATE DEVELOPMENT OF CRA PROPERTY (FOSTER ROAD & NORTH DIXIE HIGHWAY)**

### **STEP 2 PROCESS**

**PREPARED BY:  
HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND HALLANDALE BEACH PROCUREMENT DEPARTMENT**

**I. STEP 2 RFP PROCESS:**

The shortlisted highest ranked developer(s) shall be the only respondent allowed to submit a Step 2 proposal.

Step 2 proposal is due tentatively in the City Clerk's Office by mid October 2013.

**Submittal:**

1. The proposer is to submit the proposal on a thumb drive that is searchable in adobe format. **Please make sure that the thumb drive is tested before submission** in order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" process to read the data/information.

Do not place a password on the thumb drives. Provide six (6) thumb drives with your firm's submittal.

**PROPOSAL MUST BE SUBMITTED IN SEALED ENVELOPE. PROPOSAL MUST BE MAILED OR HAND DELIVERED TO:**

<b>CITY OF HALLANDALE BEACH</b>
<b>CITY CLERK'S OFFICE- ADMINISTRATION OFFICE</b>
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 249</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>REQUESTS FOR PROPOSAL DEVELOPER QUALIFICATIONS</b>
<b>RFP # FY2012-2013-CRA004</b>
<b>STEP 2 PROCESS</b>
<b>PUBLIC PRIVATE DEVELOPMENT OF CRA PROPERTY</b>
<b>FOSTER ROAD &amp; DIXIE HIGHWAY</b>

**Proposal Guarantee:**

The shortlisted developer providing the proposal for Step 2 is required to provide a hardcopy (paper) submittal of a \$20,000 cashier's check payable to the City of Hallandale Beach Community Redevelopment Agency. The cashier's check will not be refunded, unless, the CRA does not enter into an agreement with the developer.

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## **II. SUBMISSION OF STEP 2 PROPOSAL:**

The following format must be followed for the submission of the Step 2 proposal. All the following sections must be addressed in the proposal. The proposal must be signed by an authorized officer of the Master Developer who is legally authorized to enter into a contractual relationship in the name of the Master Developer.

The submittal of the proposal by the Master Developer will be considered by the CRA as constituting an offer by a Master Developer to perform the required services, and to provide the required goods and services.

The primary Development Team selected by the Board will then be asked to submit formal proposals containing the following:

1. preliminary design concept (preliminary site plan, massing, height, physical character)
2. preliminary feasibility and marketing analyses and financing plan;
3. preliminary environmental impact and traffic analysis;
4. preliminary proposed terms for lease of the site, if any;
5. preliminary project implementation schedule; and
6. project team composition as it relates to City's Community Benefit Plan (CBP)

The shortlisted developer that will be invited to participate in Step 2 of the RFP process will be required to provide a hardcopy (paper) submittal of a \$20,000 cashier's check payable to the Hallandale Beach Community Redevelopment Agency. The cashier's check will not be refunded, unless, the CRA does not enter into an agreement with the developer.

The Board will then determine if they want to accept the detailed proposal, and authorize the Executive Director to proceed with contract negotiation, with final development agreement subject to approval by the Board. In negotiating the agreement, the CRA Executive Director may require public presentations of the proposed project.

As a result of this RFP, the selected Master Developer would enter into a development agreement to develop the existing site.

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### Community Benefit Plan

The CRA is committed to ensuring that all projects provide a form of tangible benefit to the community. Community Benefit Plan means a plan that is required for Projects of \$1 million or greater. The Proposer must demonstrate and provide a proposed Community Benefit Plan which has identifiable and observable community benefits for the community surrounding the Project and the CRA. The benefits should include the approach for ensuring that both Prime and Subcontractors utilize local residents in every phase of the project, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. In addition, the Proposer is encouraged to provide expanded benefits to the community as a part of this project. In this particular case, an effort could be made to encourage local business to participate in leasing commercial space, or having said lessees hire local residents for their operation. Additionally, the Proposer is encouraged to seek to provide homeownership opportunities primarily to Hallandale Beach residents.

The Evaluation Committee shall evaluate the Proposer's Community Benefit Plan and shall be responsible for determination of award points. The Proposer's Community Benefit Plan shall be incorporated into and shall become a part of the Agreement entered into between the CRA and the Proposer, as Exhibit "B".

### Local City of Hallandale Beach Vendor

In order for applicability of Local City of Hallandale Beach Vendor preference, the firm must submit the requirement the firm desires be applicable for their submittal clearly labeled "Local City of Hallandale Beach Vendor Preference", Exhibit C. The submittal must include:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.
- d) The percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above.
- e) Exact type of service, or direct labor or a bona fide service that Local Vendor will provide to the project.

### **III. EVALUATION SELECTION PROCESS**

The Evaluation Committee will reconvene to hear Step 2 developer oral presentation. The Evaluation Committee shall evaluate and rank the Step 2 developer's proposal with the specific criteria stated above and below:

NUMBER	CRITERIA LISTED (STEP 2)	MAXIMUM POINTS
1.	Design Concept	<b>20</b>
2.	Feasibility and marketing analyses and financing plan	<b>25</b>
4.	Proposed terms for lease of the site	<b>10</b>
5.	Project implementation schedule	<b>15</b>
7.	Community Benefit Plan (include Team Composition for the Community Benefit Plan)	<b>15</b>
8.	Local City of Hallandale Beach business preference*	<b>(2.5-10)</b>
	TOTAL POINTS **	<b>100</b>

#### **IV. NEGOTIATION PROCESS**

The CRA Executive Director will negotiate with the Master Developer. If the CRA and the selected Master Developer cannot negotiate a successful development agreement, the CRA may terminate said negotiations and may continue negotiations with the second ranked shortlisted Proposer.

The form and content of the developer agreement to be negotiated will be in accordance with the terms and conditions included in this RFP and the selected Proposer's proposal.

#### **V. MASTER DEVELOPER DEVELOPMENT COSTS**

The selected Proposer will be required to obtain all necessary permits and pay all required fees. The selected Proposer shall be responsible for all expenses incurred in connection with the proposed development including, but not limited to, surveying, platting, application fees, etc. The base proposal should assume that all on- and off-site public improvements required for development of the Site (including but not limited to streets, street widening, street lights, sidewalks, water/sewer mains, parking garages, landscaping, off-site public facilities, etc.) will be the responsibility of the selected Proposer. Extension, relocation, upgrading or connection of new utilities, if necessary, will be the selected Proposer's responsibility.

All development fees and permits imposed by the City, Broward County, or any other agency of appropriate jurisdiction in connection with the development will be the responsibility of the selected Proposer.

#### **VI. INSURANCE REQUIREMENTS**

The Master Developer shall furnish, within fifteen (15) days of Notice of Award Letter, to the Procurement Department, a Certificate of Insurance that provides the insurance coverage stipulated below:

Without limiting any of the other obligations or liabilities of Master Developer, Master Developer shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by CRA (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.

- 1.1. Worker's Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
  - 1.1.1. Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.
  - 1.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
- 1.2. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
  - 1.2.1. Premises and/or Operations.  
  
Independent Contractors.  
  
Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) CONTRACTOR shall maintain in force until at least three years after completion of all work required under the Contract, coverage for products and Completed Operations, including Broad Form Property Damage.
  - 1.2.2. Explosion, Collapse and Underground Coverages.
  - 1.2.3. Broad Form Property Damage.
  - 1.2.4. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
  - 1.2.5. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to

those required for Bodily Injury Liability and Property Damage Liability.

CRA and CITY is to be expressly included as an "Additional Insured" in the name of "City of Hallandale Beach" and Hallandale Beach Community Redevelopment Agency", with respect to liability arising out of operations performed for CRA by or on behalf of Master Developer or acts or omissions of CRA in connections with general supervision of such operation.

- 1.1.3. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
  - 1.3.1. Owned Vehicles.
  - 1.3.2. Hired and Non-Owned Vehicles.
  - 1.3.3. Employers' Non-Ownership.

If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished 30 days prior to the date of their expiration.

Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the City of Hallandale Beach with 30 days notice of cancellation and/or restriction

The Master Developer shall furnish to the CITY ENGINEER and the City's/CRA Project Manager Certificates of Insurance or endorsements evidencing the insurance coverage specified above within 15 days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth.

The official title of the owner is the "Hallandale Beach Community Redevelopment Agency". This official title shall be used in all insurance documentation.

**NOTE: THE FOLLOWING PAGES CONTAIN FORMS THAT  
MUST BE COMPLETED AND EXECUTED.**

**ALL FORMS BELLOW MUST BE SUBMITTED WITH YOUR  
FIRM'S RESPONSE.**



**THIS PROPOSAL SUBMITTED BY:**

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAIL ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

---

**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the CRA.

---

**1. Name of firm submitting a response to this RFP.**

---

**2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.**

---

**3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/firm has affiliation or business relationship, if none so state.**

---

**4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.**

---

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**Continued**  
**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

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**5.**

\_\_\_\_\_  
Signature of person/firm that might have conflict of interest with  
City of Hallandale Beach or Hallandale Beach  
Community Redevelopment Agency

\_\_\_\_\_  
Date

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**PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),  
FLORIDA STATUTES,  
PUBLIC ENTITY CRIME INFORMATION**

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

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

Title: \_\_\_\_\_

Signed and Sealed \_\_\_\_\_ day of \_\_\_\_\_, 2013

**CRA**  
**Domestic Partnership Certification Form**

**This form must be completed and submitted with your firm's submittal.**

**Equal Benefits Requirements** As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Domestic Partner Benefits Requirement means** a requirement for CRA Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with CRA, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

**Check only one box below:**

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- 2. The firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption:  
**(Check only one box below):**
  - The firm's price for the contract term awarded is \$50,000 or less.
  - The firm employs less than five (5) employees.
  - The firm does not provide benefits to employees' spouses nor spouse's dependents.
  - The firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
  - The firm is a government entity.
  - The contract is for the sale or lease of property.
  - The covered contract is necessary to respond to an emergency.
  - The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, \_\_\_\_\_,  
Name of authorized Officer per Sunbiz Title



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**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the 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), notify 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE:	BIDDER'S SIGNATURE:
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