



**REQUEST FOR PROPOSAL
(RFP) # FY 2012-2013-CRA005
AFFORDABLE HOUSING SERVICES**

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

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NOTICE TO PROSPECTIVE PROPOSERS

PURPOSE AND TECHNICAL SPECIFICATIONS:

The City of Hallandale Beach Community Redevelopment Agency (the "CRA"), Florida, invites interested parties to submit proposals to engage one or more qualified professionals licensed to provide Affordable Housing Services to the Hallandale Beach Community Redevelopment Agency (HBCRA) on an as-needed basis.

The HBCRA intends to engage a single entity to serve as its primary resource in furthering the mission of providing affordable housing opportunities within the boundaries of the CRA District. The selected entity will perform a variety of services geared toward getting low-to-moderate income residents ready to buy housing units within the CRA District that will be coming on-line over the next several years.

Typical services to be provided under this project may include, but are not limited to, the following:

- Market existing and future housing units to low to moderate income first time homebuyers.
- Create and maintain a database of potential homebuyers
- Provide education on home buying process
- Facilitate buyers obtaining mortgages
- Facilitate funding layering needed from other governmental sources
- Perform full realtor/broker services
- Coordinate homebuyer workshops to educate awareness of programs
- Promote and market housing units being developed through customary and creative outreach efforts
- Schedule and organize HUD approved pre-purchase education classes thru approved non-profit partners
- Identify and secure approved lenders to provide first mortgage loans to target population

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

MINIMUM QUALIFICATION REQUIREMENTS (GENERAL):

In order for your firm's response to be considered, firm must provide and show proof of the following with the firm's submittal:

1. Administrative capacity to render services within the boundaries of the City of Hallandale Beach
2. Financial capacity to provide services in advance of receiving monthly reimbursements. Payments from the HBCRA will be tendered subject to demonstration of satisfactorily completing tasks.
3. Evidence of successful affordable housing transactions with other governmental entities in brokering closings with first-time homebuyers.

In the event the Proposer does not meet these minimum requirements, the proposer will be found non-responsive and removed from further consideration.

The Proposer shall provide proof of the above minimum qualifications by furnishing copies of letters, certificates, etcetera (as applicable); which clearly documents said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming the proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

MINIMUM QUALIFICATION REQUIREMENT (YEARS OF EXPERIENCE):

In order for your firm's response to be considered, firm must have three (3) years' experience in affordable housing counseling, real estate, and/or grant administration services with state or Federal programs such as the Community Redevelopment Programs, Community Development Block Grants (CDBG), Neighborhood Stabilization Programs (NSP), State Housing Initiatives Partnership Programs (SHIP), Disaster Recovery Grants, or HOME funds. The Proposer shall provide proof of these requirements by providing correspondence from those organizations your firm has served in these types of programs.

The City will review the firm's incorporation "date filed" date on Sunbiz by month and year to confirm the three years' experience requirement.

Firm must provide a copy of the Sunbiz to confirm the number of years of incorporation as a business. This Sunbiz website is www.sunbiz.org

SUBMITTAL DUE DATE:

RESPONSES ARE DUE: FRIDAY, SEPTEMBER 27 BY NO LATER THAN 2:00 P.M.

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

A Non-Mandatory Pre-Proposal Conference is being held **Thursday, September 19, 9:30 am**, City Hall Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.

LAST DAY FOR QUESTIONS:

Any questions are to be submitted via email to alues@cohb.org by no later than **Tuesday, September 24, 2013, 11:00 a.m.**

RESPONSES MUST BE SUBMITTED IN SEALED ENVELOPES AND MUST BE MAILED OR HAND DELIVERED TO:

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR
HALLANDALE BEACH, FL 33009
TITLED: RFP NO. FY2012-2013-CRA005
AFFORDABLE HOUSING SERVICES

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

1. Firms are to submit responses only on a thumb drive that is searchable in adobe format. No hardcopy (paper) submittals nor CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an “edit” “find” search your firm must test each thumb drive before it is submitted. Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide six (6) thumb drives with your firm's submittal.
2. One (1) original hardcopy (paper form) of the Cost Proposal, see page 15.

REFERENCES:

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. The reference questions will be sent via email, therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide five (5) verifiable references for projects of similar scope as outlined in this RFP.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a. Name of firm-company for which work was provided.
- b. Name of Reference (Project Manager) charged with managing said project.
- c. Type of project. Year project started and was completed.
- d. Dollar amount of project, including change orders.
- e. Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, as a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

CONTRACT TERM:

The initial term of this contract will be for one (1) year, with the option of two (2) additional one (1) year renewals.

CONTRACT PRICE:

The submittal responses shall be valid until such time as Board of Directors awards a contract as a result of this RFP.

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.

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.

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 HBCRA Board takes any other action which ends the solicitation.

SAMPLE FORM CONTRACT:

The CRA's Form Contract will be provided.

ESTIMATED BUDGET FOR THIS PROJECT IS \$40,000.00

INSURANCE REQUIREMENTS:

The awarded firm shall furnish the required Certificate(s) of Insurance within the time specified in the Notification provided by the Procurement Department. The requirements for insurance are stated under the Form's Section below.

DEFINITIONS

“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 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 Agreement for this 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.

“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.

“Local City of Hallandale Beach Vendor” pursuant to Chapter 23, Procurement, Section 23-5 of the Code of Ordinances of the City of Hallandale Beach, Florida. See definition in Section VII, item 2 in this RFP.

“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).

“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.

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	SEPTEMBER 11, 2013
RFP DOCUMENT RELEASED	SEPTEMBER 11, 2013
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY LATER THAN <u>TUESDAY, SEPTEMBER 24, 2013</u> BY NO LATER THAN <u>11 AM</u>
RFP DEADLINE FOR RECEIPT OF PROPOSALS	<u>FRIDAY, SEPTEMBER 27, 2013</u> BY NO LATER THAN <u>2:00 PM</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL INTERVIEWS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY BOARD OF DIRECTORS – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

END OF SECTION

LIST OF ADMINISTRATORS AND DEPARTMENT LIAISONS

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

I. 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.

II. QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), contact the Procurement Department (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.

III. SUBMISSION OF PROPOSALS

The following format must be followed by firms submitting responses to the RFP.

The outline for items # 1 through # 11 below must be followed.

1. Title Page

Provide the RFP # and title, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

Minimum Qualifications Requirements

Page 4 stipulates Minimum Qualification Requirements that must be met in order for your firm's response to be considered. Provide proof of all of the Minimum Qualification Requirements as stipulated and requested on page 4.

2. Table of Contents

Include clear identification of the material by section and by page number.

3. Transmittal Letter

A letter of transmittal, signed by an authorized officer of your company, 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.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

4. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the 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 should address all points outlined in the specifications of this 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 may be presented, the information requested in items 1 through 11, must be included. Items 1-11 represent the criteria against which proposals will be evaluated.

5. Professional Licenses and Certifications

An affirmative statement and submission of evidence must be included with the firm's response indicating that firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the project.

6. Firm Qualifications and Experience

In order for your firm's response to be considered, firm must have three (3) years' experience in affordable housing counseling, real estate, and/or grant administration services with state or Federal programs such as the Community Redevelopment Programs, Community Development Block Grants (CDBG), Neighborhood Stabilization Programs (NSP), State Housing Initiatives Partnership Programs (SHIP), Disaster Recovery Grants, or HOME funds. The Proposer shall provide proof of these requirements by providing correspondence from those organizations your firm has served in these types of programs.

The City will review the firm's incorporation "date filed" date on Sunbiz by month and year to confirm the three years' experience requirement. Firm must provide a copy of the Sunbiz to confirm the number of years of incorporation as a business. This Sunbiz website is www.sunbiz.org

Describe the experience, qualification and other vital information, including relevant experience on similar project for the firm to confirm these requirements.

List and describe all legal claims against any person or firm that is a member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.

7. Project Team's Experience/Qualifications

➤ Provide a list of the personnel to be used on this project and their qualifications. A resume of key management personnel, including education, experience, and any other pertinent information shall be included for each member to be assigned to this project.

8. Past Performance (References)

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a. Name of organization/company for which work was provided.
- b. Name of Reference (Project Manager) charged with managing said project.
- c. Type of service/project. Year project started and was completed.
- d. Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

9. Proposer's Approach to the Project

1. State your firm's administrative capacity to render services within the boundaries of the City of Hallandale Beach.
2. State your firm's technical approach to the project and the interpretation of the scope of services required.
3. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
4. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.

5. Provide an implementation schedule for proposed services including any management and planning strategies.
6. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

10. Financial Resources

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.

State financial capacity to provide services in advance of receiving monthly reimbursements.

Provide Evidence of collaboration with other financial resources, including traditional financial institutions.

11. 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

IV. COST PROPOSAL:

Provide cost proposal below for all services.

Description of service	Price to perform the task
1.	1.\$
2.	2.\$
3.	3.\$
4.	4.\$
5.	5.\$
6.	6.\$
7.	7.\$
8.	8.\$
9.	9.\$
10.	10.\$
11.	11.\$
12.	12.\$
13.	13.\$
14.	14.\$
15.	15.\$
TOTAL COST FOR ALL SERVICES TO BE PROVIDED \$	

I, _____,

 Name of authorized Officer per Sunbiz

 Title

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:

V. PROPOSAL EVALUATIONS:

1. **Criteria.** Proposal packages will be evaluated as stated below.

Only Firms that meet the Minimum Qualification Requirements will be evaluated.

The recommendation(s) for award shall be made to the Board of Directors, through the CRA Executive Director, to the responsible Proposer(s) whose proposal is determined to be the most advantageous to CRA.

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
1.	Firm's Qualifications and Experience	25
2.	Past Performance (References)	15
3.	Project Team's Experience-Qualifications	10
3.	Proposer's Approach to the Project	10
4.	Financial Resources	20
5.	Cost	10
6.	Local City of Hallandale Beach Vendor Preference*	(2.5-10)
	TOTAL POINTS **	100

*depending on tier level of the Local City of Hallandale Beach Vendor Preference the points may be 2.5, 5 or 10.

**Total points may be less than 100 points depending on the applicable Tier criteria for the Local City of Hallandale Beach Vendor Preference.

The criteria stated above will be utilized to rank proposer(s).

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.

Evaluation of Cost Proposal

The Cost Proposal will be evaluated in the following manner:

The response with the lowest total Cost Proposal will be given the full potential cost points. Every other response will be given points proportionally in relation to the lowest cost.

The points will be calculated by dividing the lowest cost submitted by the total cost for the Cost Proposal being evaluated. The result will be multiplied by the maximum cost points to arrive as a cost score of less than the full score for cost. Example: Lowest Cost Proposed gets Total Points = 25 points

Lowest Cost submitted is \$100,000 and the Proposer's Proposed Cost being evaluated is \$150,000 = So $\$100,000 / \$150,000 = .70$

$.70 * \text{total \# of points for cost criteria which is } 25 = .70 * 25 = 17.50$ which would be the total # of points this Proposer's cost would receive.

CRA reserves the right, where it may serve the CRA's best interest, to request additional information or clarification from Proposers.

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 CRA.

The CRA will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers by the Evaluation Committee to provide an oral presentation in support of what has been provided 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.

END OF SECTION

VI. SUBMISSION AND RECEIPT OF PROPOSALS

1. Proposals to receive consideration 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.

END OF SECTION

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:

* The City reserves the right to award higher points than stated below and such would be provided in the solicitation evaluation criteria.

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 *

For example firm project cost of \$1.3 million and CBP of \$65,000= 5% (65,000/1,300,000) 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.

	Total project dollar cost (\$ performed)	Total Points awarded
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.

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;
- (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.

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 Treasure 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.

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 or 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.

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.

26. 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.

END OF SECTION

FORMS

**ALL FIRMS' MUST COMPLETE, SIGN AND RETURN ALL
FORMS WITH THE FIRM'S SUBMITTAL.**

PLEASE NOTE THE FOLLOWING INSURANCE REQUIREMENTS.

The awarded firm shall furnish the required Certificate(s) of Insurance, see requirements below, within the time specified in the Notification provided by the Procurement Department.

The requirements for insurance are stated below:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

Waiver of Subrogation Contractor agrees by entering into this contract to a *Waiver of Subrogation* for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

UNABLE TO SUBMIT A RESPONSE? 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:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
GENERAL SERVICES DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2012-2013-CRA005 AFFORDABLE HOUSING SERVICES

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.

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

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

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:

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 City.

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.

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

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 I 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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