CITY OF HALLANDALE BEACH
400 SOUTH FEDERAL HIGHWAY
HALLANDALE BEACH, FL 33009
PH: 954-457-1333
WWW.COHB.ORG/SOLICIATIONS

Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

REQUEST FOR PROPOSALS
(RFP) # FY 2017-2018-011

CONTRACTS AUDIT AND FINANCIAL ANALYSIS REPORTS ROTATION LIST AND MANAGEMENT PROCESS REVIEWS

RFP DOCUMENT RELEASED	**MAY 16, 2018**
NON-MANDATORY PRE-PROPOSAL CONFERENCE	**JUNE 14, 2018 @ 11:00 A.M.**
QUESTIONS DUE	**JUNE 19, 2018 @ 11:00 A.M.**
RFP DEADLINE FOR RECEIPT OF PROPOSALS	**JULY 9, 2018 @ 11:00 A.M.**
SUBMIT TO:	**CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – SUITE 204 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009**

PREPARED BY:
CITY OF HALLANDALE BEACH
CITY MANAGER DEPARTMENT
AND
PROCUREMENT DEPARTMENT

TABLE OF CONTENTS	PAGE NO.
COVER PAGE	1
TABLE OF CONTENTS	2
SCOPE OF WORK	3-5
MINIMUM QUALIFICATION REQUIREMENTS	5-8
BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH	9
COST PROPOSALS	10
REFERENCE SECTION	11
DEFINITIONS	11-12
CONTRACT TERMS	12
CONFLICT OF INTEREST	13
EVALUATION PROCESS AND CRITERIA	14
INSTRUCTIONS FOR SUBMITTAL OF RESPONSES	15
PROPOSAL FORMAT	15-18
ORAL PRESENTATIONS	19
SUBMITTAL DUE DATE	19
NON- MANDATORY PRE-PROPOSAL CONFERENCE	20
LAST DAY FOR QUESTIONS	20
TENTATIVE SCHEDULE	21
QUESTIONS REGARDING RFP	21
FORMS	22-36
AGREEMENT	37-55
GENERAL TERMS AND CONDITIONS	56-66
CITY OF HALLANDALE BEACH LOCAL VENDOR PREFERENCE	67-70

SCOPE OF WORK:

PURPOSE:

The City of Hallandale Beach is requesting proposals from qualified and experienced professional Firms to conduct audits/financial analysis of various City contracts on an as needed basis. The City also seeks Firms to perform management process reviews. The City will award the RFP to various Firms for these services. Firms may submit to provide auditing/financial review services, management process reviews, or both.

Auditing Processes:

The City seeks to award Firms to audit for approximately 25-30 contracts, as needed. The City will provide the awarded Firms the various agreements to audit gross revenues. The audit will require review of records from contracts for a period of two to five (2-5) years of gross revenues. Some of the types of agreements which require auditing or financial analysis include but are not limited to:

1. Franchise fees of all types
2. Concessions
3. Telecommunication tower rentals
4. Street furniture/bus benches and bus shelters
5. Parking lot revenues
6. Police off-duty revenues and billing procedures collection
7. Social services program fee and charges
8. Other small contracts and programs as needed

The project scope of work and cost for each specific project will be developed in communication with the City Manager and City Attorney. Each project will be assigned as determined in the City's best interest.

At a minimum, the awarded Firms will need to identify errors on such contracts and agreements related to the following:

1. Rates been paid to the City not in accordance with City's Contracts
2. Clerical errors in invoice computations
3. Incorrect factors applied
4. Review imputed taxable income, if records are not available
5. Recommendations to improve reporting and controls

The Firms will be required to provide a written report that identifies and describes the basis for recommendations and "next step" actions.

Management Process Reviews:

The City is also seeking Firms to perform management process reviews. The review and analysis for management includes review existing controls, and compliance with these controls, identify areas of risk of fraud, waste and abuse, and recommend improvements and best practices.
The City seeks to view the entire business process to identify present and potential deficiencies. The primary purpose is to identify weaknesses and methodologies to strengthen how the City accomplishes goals and policies established by the City Commission through publicly approved policies.

The assignment scope of work and cost will be developed in communication with the City Manager and City Attorney.

The management process reviews will be assigned in accordance with the particular skills and qualifications of the Firms. Available staff and capacity to timely complete the work will weigh heavily on the assignment of audits and reviews.

The scope of the management process reviews audit consists of the following but is not limited to:

1. Organizational structure
2. Staff capabilities and training needs
3. Business process review
4. Efficiency production
5. Financial controls
6. Elimination of fraud, waste and abuse

Performance Standards:

1. The schedule, budget and cost for each assignment will be worked out on a rotation of the selected Firms.
2. Repeat assignments and maintaining position in the rotation will be a function of performance on the prior assignment. The City holds the right to reassign or terminate any awarded project assignment or any awarded firm for poor performance.

All proposals must be submitted in accordance with the RFP document which may be obtained online at www.cohb.org/solicitations

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet for the Firm's response to be considered responsive. **Please read the MQRs to ensure your Firm meets these requirements prior to submitting a response to this RFP.**

Firm(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.

All Firms that are submitting a response to this RFP, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal.

All Firm(s) named and providing work under your Firm's submission must submit all forms requested in the Forms Section.

The Firm awarded the contract will be required to maintain the Minimum Qualification Requirements #1 and #2 during the term of the contract and any contract renewals.

All Minimum Qualification Requirements (MQRs) must be submitted with your Firm's response.

Minimum Qualification Requirement # 1: Years in Business- Sunbiz:

Firm must be incorporated through Sunbiz with a status of "Active". Provide a copy of your Firm's Sunbiz with your response showing a date filed of year **2012** or earlier.

Minimum Qualification Requirement # 2: Previous Experience:

Please note that the information for the Projects below must be the same as the projects/contracts provided within the Reference Check Form.

Proposer must provide three (3) years of experience showing having performed the same or similar scope of work as outlined in this RFP.

Previous experience can be from one (1) or multiple contracts. This information must be detailed and provided in the charts below.

Proposers must provide the information for MQR #2 on the following chart(s):

Name and Location of Contract # 1:	
Name of the Firm that was awarded the Contract.	
List all of the sub-contractors that worked for the awarded Contractor to provide all services required for the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
What specific types of contracts did the Proposing Firm study?	
Proposing Firm must specifically detail the types of tasks and services provided on this Contract that clearly shows the experience related to the scope of this RFP.	

Name and Location of Contract # 2:	
Name of the Firm that was awarded the Contract.	
List all of the sub-contractors that worked for the awarded Contractor to provide all services required for the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
What specific types of contracts did the Proposing Firm study?	
Proposing Firm must specifically detail the types of tasks and services provided on this Contract that clearly shows the experience related to the scope of this RFP.	

Name and Location of Contract # 3:	
Name of the Firm that was awarded the Contract.	
List all of the sub-contractors that worked for the awarded Contractor to provide all services required for the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
What specific types of contracts did the Proposing Firm study?	
Proposing Firm must specifically detail the types of tasks and services provided on this Contract that clearly shows the experience related to the scope of this RFP.	

BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH:

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 39,000 off –season with an increase in population to approximately 50,000 during season. The City's fiscal year begins October 1 and ends September 30.

The City provides the following services to its residents:

- Police, Fire and Rescue;
- Construction and maintenance of streets, bridges, sidewalks, storm drainage, parks, community and recreational facilities;
- City planning, zoning, subdivision and building code regulation and enforcement;
- Supervised recreation programs;
- Redevelopment of commercial and residential neighborhoods; and
- Water, Sewer, Sanitation and municipal cemetery services.

The City of Hallandale Beach is a Commission-Manager form of government, consisting of five (5) elected officials: Mayor, Vice-Mayor and three (3) Commissioners who establish legislative policies; which are then carried out by the City Manager. The Commissioners and Mayor are elected at-large during municipal elections that are held the first Tuesday of November in even numbered years. Commission members select the Vice-Mayor from their own membership following each election.

COST PROPOSALS:

Firm's proposed fees must be inclusive of all related expenses to provide the services as defined in this RFP.

The City reserves the right to reject all proposals that have any variances and/or contingencies. Any variances and/or contingencies must be listed on the Variance Form.

AUDIT OF CONTRACTS:

Item #	Estimated # of hours to audit the contracts	Hourly Rate Average employees completing the assignment
1.	5-10	$
2.	10-20	$
3.	20-30	$
4.	30-60	$
5.	60-90	$

MANAGEMENT PROCESS REVIEWS:

Item #	Task	Total
1.	As stated in the Scope of work	$

I, _____, _____
Name of authorized Officer per Sunbiz and/or legal documentation Title

of _____
Name of Firm as it appears on Sunbiz and/or legal documentation 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 and Title

REFERENCE SECTION:

References are required as a component of due diligence to determine the capability of Firms to be able to perform the requirements of the project. Firms must provide a verifiable reference.

Proposers must provide three (3) references supporting the experience presented in Minimum Qualification Requirement (MQR) #2.

The three (3) references provided must be same for the Projects provided for MQR #3.
Your Firm must send and obtain a completed Reference Check Form for each of your Firm's required three (3) references.

Your Firm must include the completed required three (3) Reference Check Forms within your Firm's Proposal on the USB drive.

Do not provide more than three (3) references.

The City will send the references a request for verification via email within no later than two (2) business days from receipt of proposals. If the reference is not available or unable to respond within two (2) business days from email request, the reference shall not be considered valid. This will cause your Firm to lose points awarded for this criterion. Therefore, please make sure that the references listed in your Firm's response are aware that they will be receiving a verification of reference email from the City of Hallandale Beach to confirm the references which were submitted with the Firm's response.

DEFINITIONS

"Addenda or Addendum" means additional directions, modifications and alternations to solicitation which is issued as separate document prior to the time of receipt of bids or proposals

"Award" means the acceptance of a proposal, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the purchasing authority of the City Manager, except for emergency purchases.

"City" the City of Hallandale Beach (COHB) or the City Commission, a municipal corporation of the State of Florida.

"City's Project Manager" means the City's representative duly authorized by 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 this Project to be entered between the City and the Successful Proposer/Contractor.

"Consultant" the individual(s) or Firm(s) to whom the award is made and who executes the Contract Documents.

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

"Proposal" means the proposal or submission submitted by a Proposer.

"Proposer" means one who submits a Proposal in response to a solicitation. Interchangeable with "Operator" and "Firm".

"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).

"**Subcontractor"** Any person or business entity employed to perform part of a contractual obligation under the control of the Proposer. Any supplier, distribution, vendor, or Firm that furnishes, supplies, or services to the Proposer.

CONTRACT TERMS

The Contract term will be for three (3) years, with two (2) annual renewals. The total term of the agreement will be five (5) years.

Contract may be cancelled by the City within thirty (30) days with a written notice by the City of Hallandale Beach.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City.

The submittal responses shall be valid until City Commission awards a contract as a result of this RFP. City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach 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 City. The City 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.

CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship on the Conflict of Interest Notification Requirement Questionnaire provided in the Form's Section. 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 City Commission prior to entering into a contract with the City of Hallandale Beach.

http://fiche.hallandalebeach.org/WebLink/0/doc/5274/Page1.aspx

EVALUATION PROCESS CRITERIA:

Evaluation Process

The proposal must address all points outlined in the specifications of this RFP. The proposal must provide clear and concise information of the Proposer's capability to satisfy the requirements of the RFP. The substance of the proposals will carry more weight than their form or manner of presentation.

The Evaluation Committee will utilize the criteria below to rate the firm's proposal.

Upon review of the proposals by the evaluation committee, oral presentations may be required.

Criteria

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible responsive Proposer(s) whose proposal is highest rated by the Evaluation Committee.

NUMBER	Evaluation Criteria	MAXIMUM Potential Points
1.	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If your Firm does not provide all the required MQRs information, your Firm's proposal will not be reviewed/evaluated and your Firm's submission will be disqualified.	Ensure your Firm provides all the MQRs within your Firm's submittal
2.	Firm's Qualifications and Experience	20
3.	Cost Proposal	15
4.	Past Performance - References	20
5.	Approach to different projects	35
6.	City of Hallandale Beach Local Vendor Preference	2.5-10
	TOTAL POINTS	100

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

Firms are to submit responses on a Universal Serial Bus (USB) drive only. **Provide one (1) USB drive with your Firm's submittal.**

The files on the USB drive must be in a searchable adobe format (.pdf file). No other form of submission is acceptable, including hardcopy (paper), CDs, e-mail, etc.

Firms must make sure that the pdf files provided are searchable prior to submission. Do not place passwords on the USB drive.

Section below, Proposal Format, outlines the format to be followed for responses to this RFP.

PROPOSAL FORMAT:
The following format must be followed by Firms submitting responses to the RFP.

Your Firm's response must provide all information requested below items # 1 through # 10.

Firm's non-compliance to the outline below will hinder the Evaluation Committee's ability to find the responses to the RFP and could cost your Firm points for information that is not easily found.

While additional data may be presented, the information requested in the items 1 through 10, must be included. Items 1-10 represent the criteria after which the proposals will be evaluated.

1. **Title Page**

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

2. **Table of Content**

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

3. **Transmittal Letter**

   A transmittal letter must be provided briefly stating the proposers' understanding of the work to be done, the commitment to perform the work within the required time period, a statement why the Firm believes they are the best qualified to perform the work and a statement that the proposal is a Firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.
   The transmittal letter must be signed by a duly authorized officer(s) of your Firm, as registered with the Florida Secretary of State through the Division of Corporations

website at: www.sunbiz.org. Your Firm must provide a copy your Firm's Sunbiz following the transmittal letter to verify the duly authorized officers. If such officer is not listed in the Sunbiz for your Firm, your Firm must provide a legal document, such a Certificate of Resolution, naming the officer as authorized to execute on behalf of the Firm.

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

Provide the name of the Project Manager who will be the direct point of contact during the term of the Agreement.

4. Executive Summary

The Proposer shall submit an executive summary, which outlines its Proposal. The executive summary shall, at a minimum, include an identification of the proposed team, responsibilities of the team, and a summary of the proposed services. This section should highlight aspects of this Proposal, which make it superior or unique in addressing the needs of the City.

5. Minimum Qualification Requirements (MQRS)

All Firms responding to this RFP must submit with Firm's response all of the Minimum Qualification Requirements (MQRs) requested in MQRs section. Please read the MQRs to ensure your Firm meets these requirements prior to submitting to this RFP.

Firm(s) that do not comply with the outline below will be determined non-responsive and disqualified from the evaluation process.

All Firm(s) named and providing work under your Firm's submission must also submit all forms requested in the Forms Section.

The Firm awarded the contract will be required to maintain the Minimum Qualification Requirements #1 during the term of the contract and any contract renewals.

6. Required Forms:

Please make sure all of the forms below are included in your proposal within the USB drive.

a. Proposal Submitted by Form
b. Variance Form
c. Legal Proceedings Form

d. Public Entity Crime Form
e. Domestic Partnership Certification form
f. Conflict of Interest Notification Requirement Questionnaire
g. Drug Free Workplace Form
h. Reference Check Form
i. Anti-Kickback Affidavit

7. Firm's Qualifications and Experience

a. Provide detailed information of the proposing Firm's:

   i. organization, size and experience
   ii. describe in detail the clients for which these types of services have been provided
   iii. address in detail the firm's areas of expertise as it relates to the scope of work addressed in this RFP
   iv. approximate number of staff assigned that will be available to the projects as requested
   v. unique qualifications
   vi. other matters that the proposing Firm feels would assist the City to determine the experience and qualifications

b. Specify what unique circumstances sets the Firm apart from others who perform the same or similar services.

c. Provide resumes of key management personnel and support staff, including education, experience, and any other pertinent information for each member to be assigned to this project.

   i. Names, qualifications, and certifications of operator's current teaching and management staff.

d. Provide a detail list of each subcontractor that will be hired and detail what specific type of work each subcontractor will be responsible for during the Agreement. Provide resumes of subcontractor's key management personnel and support staff, including education, experience, and any other pertinent information for each member to be assigned to this Project.

e. Examples of how your Firm has helped comparable organizations performing the same types of services as requested in this RFP.

8. Cost Proposal

Firm's proposed costs must be inclusive of all related expenses to provide the services as defined in this RFP.

The City reserves the right to reject all proposals that have any variances and/or contingencies. Any variances and/or contingencies must be listed on the Variance Form.

9. Past Performance -References

The City will send the references your Firm provides a request for verification via email within no later than two (2) business days from receipt of your Firm's proposal.

If the reference is not available or unable to respond within two (2) business days from email request, the reference shall not be considered valid and the points for references will be affected.

Please make sure that the references listed in your Firm's response are aware that they will be receiving a verification of reference email from the City of Hallandale Beach to confirm the reference which was submitted with your Firm's proposal.

10. Approach to the Different Projects

a. The proposer must provide in detail a general work plan, including and explanation of the audit methodology and management process review methodology.

b. The Firm's intended approach for each type of contract and billing that will need to be audited.

c. Discuss other important points proposing Firm deems important to highlight about the work as required in the RFP.

11. City of Hallandale Beach Local Vendor Preference (LVP)

See section below for description of City of Hallandale Beach LVP and process for application.

ORAL PRESENTATIONS:

The Evaluation Committee may select proposers to conduct oral presentations.

Oral presentations may be scheduled with the firm(s) as requested by the Evaluation Committee. 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.

Oral presentations are to support what has been provided in the proposals by each firm and to exhibit and otherwise demonstrate and clarify and expand on the information contained therein. The City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information and clarification from Proposers. Sufficient time will be provided to submit this information.

After oral presentations, proposals will be evaluated and ranked by the Evaluation Committee to obtain the results for recommendation to award the Contract.

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

SUBMITTAL DUE DATE:

RESPONSES ARE DUE: JULY 9, 2018 NO LATER THAN 11:00 AM.

RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW. SEALED ENVELOPES MUST BE LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
PLACE THE NAME OF YOUR FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2017-2018-011
CONTRACTS AUDIT AND FINANCIAL ANALYSIS REPORTS ROTATION LIST AND MANAGEMENT PROCESS REVIEWS

LATE PROPOSALS WILL NOT BE ACCEPTED

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

For this RFP the City is holding a Non-Mandatory Pre-Proposal Conference. The Pre-Proposal Conference is held to explain the RFP for this Project. It is strongly encouraged that firms interested in proposing to this RFP attend the Pre-Proposal Conference. The conference will explain the scope of work, and documentation. The Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP and to ask questions directly to City Staff. The Procurement Department strongly urges that Firms attend the Pre-Proposal Conference as a tool to be successful in responding to the City's projects.

Non-Mandatory Pre-Proposal Conference is being held **June 14, 2018 at 11:00 am**, City Hall, City Commission Chambers, 400 S. Federal Highway, Hallandale Beach, FL 33009.

This meeting will be recorded and available as a public record if requested.

LAST DAY FOR QUESTIONS:

Any questions are to be submitted via email to csmith@cohb.org no later than **June 19, 2018 at 11:00 am.** Answers to questions received before the deadline will be released via addendum.

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE:

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

RFP DOCUMENT RELEASED	MAY 16, 2018
NON-MANDATORY PRE-PROPOSAL CONFERENCE	JUNE 14, 2018 11:00 AM COMMISSION CHAMBERS
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN JUNE 19, 2018 BY NO LATER THAN 11:00 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	**JULY 9, 2018** **BY NO LATER THAN 11:00 AM**
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	JULY, 2018
ORAL PRESENTATIONS – (IF REQUIRED)	AUGUST, 2018
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	AUGUST, 2018
PROJECT START DATE – ESTIMATED	TBA, 2018

QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), contact Carolyn Allen-Smith, Procurement Specialist, at the Procurement Department, (954) 457-1333 or csmith@cohb.org . 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.

FORMS

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

ALL FIRMS THAT ARE SUBMITTING A RESPONSE TO THIS RFP, EITHER THROUGH A JOINT VENTURE, A JOINT COLLABORATIVE PROPOSAL, ETC. MUST SIGN AND SUBMIT ALL FORMS AS PART OF THE RESPONSE TO THIS RFP

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If you're Firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return form to procurement_department@cohb.org.

_____HAVE RECEIVED THE RFP
(COMPANY NAME)

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

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ( )	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:
CITY OF HALLANDALE BEACH
PROCUREMENT DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2017-2018-011 **CONTRACTS AUDIT AND FINANCIAL ANALYSIS REPORTS ROTATION LIST** **AND MANAGEMENT PROCESS REVIEWS**

VARIANCE FORM

The proposing Firm must provide and state any and all variances to this RFP, specifications, the Terms and Conditions and City Form Agreement and III on this variance form.

After award of Contract through City Commission, via the Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the variances presented by your Firm are acceptable to the City, the Agreement will be routed to the awarded Firm for execution by the authorized officer of the Firm. The fully executed agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Tom Camaj, via email tcamaj@cohb.org within five (5) business days from receipt of the email from the Procurement Department to the awarded Firm's contact. Failure to provide a duly executed agreement by the awarded Firm to the City within five (5) business days from receipt may result in loss of award of such contract to your Firm. Variances requested to either the RFP, the Terms and Conditions and the City Form Agreement from your Firm may result in the City rescinding award of contract to your Firm.

If your Firm has no variances, please state "None" (provide additional pages if necessary). This form must be provided back in 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.

LEGAL PROCEEDINGS FORM

Proposing Firm must provide items a-d with your Firm's response as an attachment and checking off that documents were provided. Your Firm must ensure your response is addressing by title for each item a-d below. If an item(s) is not applicable, your Firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

a. Arbitrations: List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties and the ultimate resolution of the proceeding.

☐ Check here if provided ☐ Check here if Not Applicable (N/A)

b. Lawsuits: List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

☐ Check here if provided ☐ Check here if Not Applicable (N/A)

c. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.

☐ Check here if provided ☐ Check here if Not Applicable (N/A)

d. Bankruptcies: Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

☐ Check here if provided ☐ Check here if Not Applicable (N/A)

e. Settlements: Identify all settlements for your Firm in detail in the last five (5) years.

☐ Check here if provided ☐ Check here if Not Applicable (N/A)

I, _____, _____
Name of Authorized Officer per Sunbiz Title
of _____
Name of Firm as it appears on Sunbiz

I 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 of Authorized Officer per SunBiz Print Name of Authorized Officer per SunBiz

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 _____, 2018

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 City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, 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

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.

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

_____ _____
Signature of person/Firm 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 SIGNAURE:

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

By: _____
Signature of Authorized Officer per Sunbiz

_____
Print Name of Authorized Officer per Sunbiz

_____
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this _____ day of _____, 20___.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____

REFERENCE CHECK FORM

Please note that the references provided below must be the same as the projects/contracts provided for response to MQR #2.

RFP # FY 2017-2018-011 CONTRACTS AUDIT AND FINANCIAL ANALYSIS REPORTS ROTATION LIST AND MANAGEMENT PROCESS REVIEWS.
PROPOSING FIRM'S NAME(S) :
PROJECT NAME:
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT:
WHAT SPECIFIC SERVICES WAS THE AWARDED FIRM HIRED TO PERFORM AND PROVIDE:
NAME ALL THE FIRMS THAT WERE SUBCONTRACTORS TO THE PROJECT AND PROVIDED SERVICES:

Name of reference:		**Phone:**	
Title of reference:		**E-mail Address:**	
Company/Employer:			

Please answer the following questions regarding services provided by the proposer named above.

1. Provide detail information of the specific services the Firm provided for your Project.

2. Provide detail information about the level of commitment of the Firm to your project. Did the Firm devote the time, and personnel necessary to successfully complete the organization's needs?

3. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the project.

4. Provide detail information about the Firm's response time as required by your Agreement. Where there ever any issues and why?

5. Provide detail information about the Firm's success at minimizing any issues.

6. How would you rate the Firm's overall work throughout the years on the Contract?

ADDITIONAL COMMENTS:

SIGNATURE: _____ Date: _____

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

_____
(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)

for

_____

RFP # FY 2017-2018-011
CONTRACTS AUDIT AND FINANCIAL ANALYSIS REPORTS ROTATION LIST AND MANAGEMENT PROCESS REVIEWS

PLEASE NOTE:

The proposing Firm must provide and state any and all variances to this RFP, specifications, the Terms and Conditions and City Form Agreement found on the variance form.

After award of Contract through City Commission, via the Resolution, the awarded firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the variances presented by your firm are acceptable to the City, the Agreement will be routed to the awarded firm for execution by the authorized officer of the firm. The fully executed agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Tom Camaj, via email tcamaj@cohb.org within five (5) business days from receipt of the email from the Procurement Department to the awarded Firm's contact. Failure to provide a duly executed agreement by the awarded firm to the City within five (5) business days from receipt may result in loss of award of such contract to your firm. Variances requested to either the RFP, the Terms and Conditions and the City Form Agreement from your firm may result in the City rescinding award of contract to your Firm.

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

_____, a Florida corporation, hereinafter referred to as "CONSULTANT." **(TYPE THE NAME OF THE FIRM AS IT APPEARS IN SUNBIZ)**

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
TERM

1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on _____; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

2. At the _____ (date) 201_ City Commission Meeting the City Commission adopted Resolution # _____ awarded through **RFP #FY 2017-2018-011 CONTRACTS AUDIT AND FINANCIAL ANALYSIS REPORTS ROTATION LIST AND MANAGEMENT PROCESS REVIEWS.**

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The services to be provided include the scope of work in **RFP # FY 2017-2018-011 Contracts Audit and Financial Analysis Reports Rotation List and Management Process Reviews,** which is hereby incorporated and made part of this agreement by reference and the Proposal submitted by CONSULTANT, which is hereby incorporated and made part of this Agreement by reference.

Local City of Hallandale Beach Vendor Preference

CONSULTANT has been granted LVP as per Proposal submitted Exhibit X. CONSULTANT includes in the attached Exhibit X and identifies the vendors that are going to be utilized through the LVP participation and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

ARTICLE 3
INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement. CONSULTANT agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONSULTANT, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, upon written notice from CITY, shall defend such action or

proceeding.

To the extent considered necessary by the City Attorney, any sums due to CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

In the event that any action or proceeding is brought by CONSULTANT against CITY, CONSULTANT hereby waives the right to a jury trial. Venue shall be Broward County, Florida. The provisions of this Article shall survive the expiration or early termination of this Agreement.

CONSULTANT acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than $1 million per occurrence.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 4
PERSONNEL

4.1 Competence of Staff. The CONSULTANT agrees to provide and assign the following employee(s) to this Agreement. In the event that any of CONSULTANT's employee is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONSULTANT in writing of such fact and the CONSULTANT shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5
INSURANCE REQUIREMENTS

STANDARD PROFESSIONAL SERVICES AGREEMENT

Consultant 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 coverage's, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under any resulting contract.

Commercial General Liability Consultant agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability Consultant 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 Consultant does not own automobiles, Consultant 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 Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Errors & Omissions Liability. Consultant agrees to maintain Professional Error's & Omissions Liability at a limit of liability not less than $1,000,000 Each Occurrence $2,000,000 Annual Aggregate... The Consultant agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective of the Contract, or the performance of services hereunder. The Consultant agrees the Self-Insured-Retention shall not exceed $25,000. This coverage may be provided on a Per-Project Basis.
Additional Insured Consultant 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 Consultants – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Consultants – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Consultants- Completed Operations, or similar endorsements, to the Commercial General

Liability. The Additional Insured shall read "City of Hallandale Beach."

Waiver of Subrogation Consultant 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 Consultant to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant 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 Consultant enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Consultant agrees to provide City a Certificate(s) of Insurance evidencing that all coverage's, 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. Consultant 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. Consultant 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, coverage's 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.

ARTICLE 6

COMPENSATION

6.1 CITY agrees to pay CONSULTANT, in the manner specified in Section 6.2, the total amount of _____ Dollars ($_____) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONSULTANT at:

_____

_____

_____

_____

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the “NOTICES" section of this Agreement except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY’s right to terminate this Agreement for convenience, and that CONSULTANT shall not be entitled to any consequential damages or loss of profits.

ARTICLE 8
MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project. CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its subcontractors'

records, CONSULTANT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009

8.3 **PUBLIC ENTITY CRIME ACT**

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONSULTANT**

CONSULTANT is an independent CONSULTANT under this Agreement. In providing the services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 **THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **NOTICES**

Whenever either party desires or is required to provide notice to the other as addressed in this contract, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or by email provided that the notice is also sent by one of the foregoing methods, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach
Roger M. Carlton, City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:

Name of Director
Attn: Department Name
Department Address
Hallandale Beach, FL 33009

And:

Jennifer Merino, City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

And:

Procurement Department
400 South Federal Highway
Hallandale Beach, FL 33009

Consultant:

_____

_____

_____

8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONSULTANT of this Agreement or any right or interest herein without CITY's written consent.

CONSULTANT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities,

where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 **CONFLICTS**

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONSULTANT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its

residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits _____ are incorporated into and made a part of this Agreement.

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 9

NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

9.1 CONSULTANT shall not unlawfully 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, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONSULTANT'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.

CONSULTANT 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, CONSULTANT 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).

CONSULTANT 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.

CONSULTANT 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.

9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONCTRACTOR shall comply with the applicable provisions of this section.

(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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on _____, day of _____, 20____, and _____, signing by and through its _____duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

_____
CITY CLERK

By: _____
Roger M. Carlton, City Manager

_____ Day of _____, 20_____.

Approved as to legal sufficiency and form by
CITY ATTORNEY

_____
Jennifer Merino, City Attorney

_____ Day of _____, 20_____.

CONSULTANT MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Agreement, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONSULTANT

ATTEST:

_____
(Name of Corporation)

_____
(Secretary)

By _____
(Signature and Title)

____ Day of _____, 20___.

(Corporate Seal)

_____
(Type Name and Title Signed Above)

____ Day of _____, 20___.

(If not incorporated sign below).

CONSULTANT

WITNESSES:

_____
(PRINT NAME)

_____
(PRESIDENT OR VICE-PRESIDENT)

_____
(PRINT NAME)

_____
(TYPE NAME & SIGNED ABOVE)

NOTARY SEAL

GENERAL TERMS AND CONDITIONS:

I. 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.

II. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach 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.

1. 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 City's staff including, but not limited to, the City Manager and his/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 commissioners 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 presents his/her written recommendation to the city commission;
(4) Emergency procurements;
(5) Communications with the City Attorney;
(6) Sole source procurements;
(7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
(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 city commission 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 and his/her staff, and the mayor and city commission and their staff ,following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The city manager shall make available to the mayor and the city commission all documents reviewed by the evaluation committee for the top three ranked responders.

(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 or his/her designee shall issue a notice thereof to the affected department, the city clerk, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.

(2) Termination; city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission 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 city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.

(3) City Manager 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; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager 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.

2. <u>DOMESTIC PARTNER BENEFITS REQUIREMENT</u>:

A requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach, in an amount valued over $50,000, must 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:

(v) The Contractor certifies and represents that it will comply with this section during entire term of the Contract.

(vi) 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.

(vii) The City may terminate the Contract if the Contractor fails to comply with this section.

(viii) 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.

3. LOBBYIST REGISTRATION:

Annual registration. Every lobbyist shall file a registration form with the City Clerk's Office. The registration form requires the Lobbyist to state under oath the lobbyist's name, business address, the name and business address of each party, person, principal, and/or client represented on city matters, any previous principal, and/or client represented who has, at the time of registration, any pending matters involving the City, and the general and specific areas of lobbyist interest in any City matter, if not previously disclosed. Registration is required annually, along with a payment of an annual registration fee of fifty ($50.00) Dollars.

4. 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.

5. 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 City Commission until such time as the City Commission approves award of contract.

6. 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 City Commission 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 City 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. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

7. 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://www.cohb.org/solicitations.

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.

8. PERFORMANCE:

It is the intention of the City 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 City. The City 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.

9. DELIVERY:

Time is of the essence. City 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.

10. DEFAULT PROVISION:

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

11. COPYRIGHTS AND/OR PATENT RIGHTS:

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

12. TAXES:

The City 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.

13. 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.

14. 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 City Commission 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 City may take such action as it deems appropriate, including legal action, for damages or specific performance.

15. 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.

16. RESERVATION FOR REJECTION AND AWARD:

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

The City 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 City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City 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 City.**

The City Manager shall have the authority to recommend to the city commission award of contracts. Contracts shall be awarded to the lowest responsive, responsible bidder, or as otherwise determined in the best interest of the city. The City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, Firms, organizations and corporations submitting bids or proposals to the city. Following an evaluation of responses received for bids, request for proposals, and other purchases, the city manager shall have the authority to recommend to the city commission award of contracts.

17. 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.

18. INSPECTION OF FACILITIES / SITE VISIT:

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the City's Procurement Department.

19. PROPOSER'S COSTS:

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

20. 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, 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.

21. <u>PROTEST PROCEDURES:</u>

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 City Attorney and other appropriate City staff.

(3) Protest Filing Fee
The written protest must be accompanied by a filling 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 filling 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 Executive Director and the City 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 finding 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.

22. QUALFICIATIONS 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 has 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.

23. CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section. 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 City Commission prior to entering into a contract with the City of Hallandale Beach.

LOCAL VENDOR PREFERENCE
How a proposer qualifies for Tier 1, Tier 2 or Tier 3 LVP:

The City of Hallandale Beach Procurement Code, Section 23-6, Local Vendor Preference (LVP) may be granted by application of the guidelines below. Please note that LVP is not a requirement for this RFP. If a firm wishes to apply for LVP please see information below.

All proposers must provide the documentation/paperwork requested below in order for the Procurement Department to grant the LVP status. Please note that the paperwork/documentation being requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.

In order to grant Local Vendor Preference the firm being requested as a Local Vendor must provide and perform work within the scope of this RFP. The points for each Tier are specified below. The type of business a firm is able to perform will be determined through what is stated on the Business Tax Receipt (BTR) which provides the category/type of business a firm is able to perform. In addition, the comments/descriptions on the BTR will be reviewed.

Please note that the submission of incomplete/incorrect information and/or omissions of detailed information as required per this section may deem the LVP preference from being granted.

Proposer must provide the following submittal to be granted Tier 1, 2 or 3 LVP:

In order to grant the Local City of Hallandale Beach Vendor preference, the firm must submit the specified paper work/documents stated below and must provide the submittal of the LVP labeled as Exhibit A with all the following requirements for the firm(s), letters a-d below. **Firm must clearly label the LVP submittal "Local City of Hallandale Beach Vendor Preference", Exhibit A. 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. Exact type of service, or direct labor or a bona fide service that Local Vendor will provide to the project.

Tier 1 LVP:

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.

Documentation to provide to receive LVP Tier 1:

Business Tax License (BTL) from Hallandale Beach:

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.

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation.
A valid homestead from Broward County Property Appraiser's in the City's limits must be provided. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

Tier 2 LVP:

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.

Documentation to provide to receive LVP Tier 2:

Business Tax License (BTL) from Hallandale Beach:

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. 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.

Tier 3 LVP:

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. Additionally, the resident owns a business outside of the City limits. The valid Business Tax Receipt 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 Receipt must be submitted with response to the solicitation.

Documentation to provide to receive LVP Tier 3:

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation. A valid homestead from Broward County Property Appraiser's in the City's limits must be provided with the submission. The homestead shall have been issued by the County 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.

Business Tax Receipt (BTR) for the business from City business is conducting business:

Proof of the Business Tax Receipt from business outside City limits must be submitted with response to the solicitation. A valid Tax Receipt from the City in which the business is located must be provided with the submission. The Business Tax Receipt must have been issued at least one (1) prior to the bid or proposal due date.

Process to apply the Local Vendor Preference to Competitive proposal.

The Procurement Department will review the submission of Exhibit A by the proposer and review of the proper documentation that has been submitted for the requested LVP tier, as well as, all requirements for the LVP. If the complete information/documentation/paperwork has been provided by the proposer, and the Procurement Department will advise the evaluation committee to provide the following points to be awarded based on the tier applicability.

Evaluation Points – Local Vendor Preference

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 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 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, 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 work to be 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 percentage (%) of the Project Work to be 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, submitted and identified in the proposal.

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.