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.

# INVITATION TO BID (ITB)
# BID # FY 2017-2018-019

## CITY OF HALLANDALE BEACH
## INFLOW AND INFILTRATION REMOVAL PHASE 2

| | |
|---|---|
| BID DOCUMENT RELEASED | SEPTEMBER 20, 2018 |
| MANDATORY PRE-BID CONFERENCE | SEPTEMBER 27, 2018 @ 11:00 A.M. |
| QUESTIONS DUE | OCTOBER 2, 2018 @ 11:00 A.M. |
| BID DEADLINE FOR RECEIPT OF PROPOSALS | OCTOBER 22, 2018 @ 11:00 A.M. |
| SUBMIT TO: | CITY OF HALLANDALE BEACH<br>OFFICE OF THE CITY CLERK – SUITE 204<br>400 SOUTH FEDERAL HIGHWAY<br>HALLANDALE BEACH, FL 33009 |

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## SCOPE OF WORK:

**PURPOSE**

The City of Hallandale Beach is seeking sealed Bids from a qualified General Contractor with experience in Inflow and Infiltration sanitary sewer lining, remediation, and repair services in accordance with Exhibit A – Technical Specifications.

The City has previously conducted inflow and infiltration analysis. The study has identified approximately 30% of the sewer system that needs to be televised to identify the breaks and leaks in the system and to identify appropriate repairs. These areas are identified in Exhibit B - Map of City Sewer Lines Needing Televising.

The protocol for the Project is as follows:

1. Clean and televise the lines highlighted
2. Video tape the lines
3. Identify defects in the gravity sewer and the service lines
4. Submit a list of defects to the Engineer for approval
5. Line pipes as needed
6. Repair services lines as needed
7. Re-televise pipes to verify work completion

The awarded Contractor will be governed by the City's terms, conditions and agreement and all work must be done in accordance with all exhibits and attachments.

**Minimum Qualification Requirements – MQRs:**

This Bid contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet in order 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 Bid**.

**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.**

**Tax Savings Direct Purchases (TSDP):**

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City will be realizing savings of sales tax on selected material and equipment needed for use in this

Project. The City will include this Bid/Project in its TSDP and the Contractor agrees to administer it.

Administrative costs incurred by the Contractor administering the purchases in the name of the City will be considered to be included in the Bid Price Sheet. No addition shall be added to the Agreement amount because of the service provided by the Contractor in the purchase of property, materials, etc., in the name of the City. All sales and use tax savings of purchase of property, materials, etc., shall be credited to the City and the amount of the Agreement will be reduced in the full amount of savings which are affected by the omission of payment of sales and use taxes.

**Permits:**

Pursuant to Florida Statute Section 218.80, the City hereby discloses that the following licenses, permit and fees and their costs are issued by the City for construction. The licenses, permits and fees applicable to this Project are within the link found below and must be obtained and/or paid by the awarded Contractor. The successful Contractor is responsible to identify and obtain all applicable licenses, permit and pay all such related fees. The costs of all licenses, permits and their respective fees applicable to this Project are to be secured and paid for by the Contractor.

https://cohb.org/DocumentCenter/View/14840

**BID DOCUMENTS**

This Bid is composed of the following items which all Firm's must review prior to submittal of your Firm's response.

- Bid Document
- Exhibit A – Technical Specifications
- Exhibit B –Map of City Sewer Lines Needing Televising
- Exhibit C – Florida Department of Environmental Protection State Revolving Fund Program Supplementary Conditions Construction

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

## MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

This Bid contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet in order 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 Bid.**

**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 BID, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal and all Firm(s) must submit all forms requested in the Forms Section.**

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

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:**

Proposing Firm must be incorporated through Sunbiz with a status of "Active" within the past five (5) years'. Provide a copy of your Firm's Sunbiz with your response showing a date filed of **2012** or earlier.

**Minimum Qualification Requirement # 2: Licenses:**

Proposing Firm must be licensed as a Certified General Contractor for the past five (5) years issued by the State of Florida Department of Business and Professional Regulations http://www.myfloridalicense.com/dpr/

Firm **must** provide copies of all applicable licenses with their response.

**Minimum Qualification Requirement (MQR) # 3: Minimum Completed Number of Projects within Number of Years:**

Please note the information for the Projects below **must** be the same as the Projects/Contracts provided within the Reference Check Form.

Proposing Firm must have completed with Public Utility clients five (5) Public Utility Projects with a minimum value of work with one utility of $1,000,000 or greater as General Contractor. Proof of the five (5) Projects within the past five (5) years must be provided by completing the charts below:

This MQR # 3 must be met by providing the five (5) references as requested in Reference Section and completing the Chart below.

**Proposing Firm must provide the information for MQR #3 on the following chart:**

| Name of Project # 1: | |
|---|---|
| Name of the Firm that was awarded the Contract: | |
| Budget for the Project: | |
| Final construction budget: | |
| Total amount of approved change orders added to the Project: | |
| Was your Firm the General Contractor awarded the Contract for this Project: | ☐ Yes or ☐ No |
| List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract: | |
| Date when Project started: | |
| Date when Project was completed: | |
| Name of entity for which services were provided to: | |
| Updated contact name, address, phone number, and email for Project Manager where services were provided to: | |
| Was lining at least 500,000 linear feet (LF) of sewer pipe? | |
| Did Firm repair at least 2,500 service laterals in place. | |
| Provide detailed information about the scope of work your Firm during this Project and such must be similar and address the scope of work as required and addressed in this Bid and manhole sealing, smoke testing, manhole inspection/chimney sealing and installation of cleanout plugs with specified products. | |
| Provide a copy of the report provided to the public utility client as a result of performing the work. | |

| Name of Project # 2: | |
|---|---|
| Name of the Firm that was awarded the Contract: | |
| Budget for the Project: | |
| Final construction budget: | |
| Total amount of approved change orders added to the Project: | |
| Was your Firm the General Contractor awarded the Contract for this Project: | ☐ Yes or ☐ No |
| List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract: | |
| Date when Project started: | |
| Date when Project was completed: | |
| Name of entity for which services were provided to: | |
| Updated contact name, address, phone number, and email for Project Manager where services were provided to: | |
| Was lining at least 500,000 linear feet (LF) of sewer pipe? | |
| Did Firm repair at least 2,500 service laterals in place. | |
| Provide detailed information about the scope of work your Firm during this Project and such must be similar and address the scope of work as required and addressed in this Bid and manhole sealing, smoke testing, manhole inspection/chimney sealing and installation of cleanout plugs with specified products. | |
| Provide a copy of the report provided to the public utility client as a result of performing the work. | |

| Name of Project # 3: | |
|---|---|
| Name of the Firm that was awarded the Contract: | |
| Budget for the Project: | |
| Final construction budget: | |
| Total amount of approved change orders added to the Project: | |
| Was your Firm the General Contractor awarded the Contract for this Project: | ☐ Yes or ☐ No |
| List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract: | |
| Date when Project started: | |
| Date when Project was completed: | |
| Name of entity for which services were provided to: | |
| Updated contact name, address, phone number, and email for Project Manager where services were provided to: | |
| Was lining at least 500,000 linear feet (LF) of sewer pipe? | |
| Did Firm repair at least 2,500 service laterals in place. | |
| Provide detailed information about the scope of work your Firm during this Project and such must be similar and address the scope of work as required and addressed in this Bid and manhole sealing, smoke testing, manhole inspection/chimney sealing and installation of cleanout plugs with specified products. | |
| Provide a copy of the report provided to the public utility client as a result of performing the work. | |

| Name of Project # 4: | |
|---|---|
| Name of the Firm that was awarded the Contract: | |
| Budget for the Project: | |
| Final construction budget: | |
| Total amount of approved change orders added to the Project: | |
| Was your Firm the General Contractor awarded the Contract for this Project: | ☐ Yes or ☐ No |
| List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract: | |
| Date when Project started: | |
| Date when Project was completed: | |
| Name of entity for which services were provided to: | |
| Updated contact name, address, phone number, and email for Project Manager where services were provided to: | |
| Was lining at least 500,000 linear feet (LF) of sewer pipe? | |
| Did Firm repair at least 2,500 service laterals in place. | |
| Provide detailed information about the scope of work your Firm during this Project and such must be similar and address the scope of work as required and addressed in this Bid and manhole sealing, smoke testing, manhole inspection/chimney sealing and installation of cleanout plugs with specified products. | |
| Provide a copy of the report provided to the public utility client as a result of performing the work. | |

| Name of Project # 5: | |
|---|---|
| Name of the Firm that was awarded the Contract: | |
| Budget for the Project: | |
| Final construction budget: | |
| Total amount of approved change orders added to the Project: | |
| Was your Firm the General Contractor awarded the Contract for this Project: | ☐ Yes or ☐ No |
| List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract: | |
| Date when Project started: | |
| Date when Project was completed: | |
| Name of entity for which services were provided to: | |
| Updated contact name, address, phone number, and email for Project Manager where services were provided to: | |
| Was lining at least 500,000 linear feet (LF) of sewer pipe? | |
| Did Firm repair at least 2,500 service laterals in place. | |
| Provide detailed information about the scope of work your Firm during this Project and such must be similar and address the scope of work as required and addressed in this Bid and manhole sealing, smoke testing, manhole inspection/chimney sealing and installation of cleanout plugs with specified products. | |
| Provide a copy of the report provided to the public utility client as a result of performing the work. | |

## 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 elected officials: a Mayor, a Vice-Mayor and three 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.

## BID PRICE SHEET:

I. **Firms must use the Price Sheet below to submit your Firm's Bid price for this Project.**

II. **Firms shall hold the unit Bid Prices Firm throughout the Contract period. Firms guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.**

III. **The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.**

IV. **Proposing Firm must completely fill out each column below, unit price and total.**

V. **Not applicable or "N/A" is not acceptable and will cause your Firm's response to be determined non-responsive. An authorized officer of the Firm per the Firms Sunbiz, must sign the Total Bid Price Sheet.**

VI. **The award will be to the lowest responsive responsible bidder for Total Bid Price.**

| ITEM NO. | ITEM | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | Mobilization | 1 | LS | $ | $ |
| 2 | Clean 8-inch piping identified on Exhibit B - Map | 83,000 | LF | $ | $ |
| 3 | Clean 10 or 12-inch piping identified on Exhibit B - Map | 14,000 | LF | $ | $ |
| 4 | Televise 8-inch Piping identified on Exhibit B - Map | 83,000 | LF | $ | $ |
| 5 | Televise 10 or 12-inch Piping identified on Exhibit B - Map | 14,000 | LF | $ | $ |
| 6 | Televise service line - up to 30 ft from connection | 9,000 | LF | $ | $ |
| 7 | 8-inch pipe lining | 41,500 | LF | $ | $ |
| 8 | 10 or 12-inch pipe lining | 7,000 | LF | $ | $ |
| 9 | Line non-metallic service laterals 4 or 6 in | 4,500 | LF | $ | $ |
| 10 | Line metallic service laterals 4 or 6 in | 4,500 | LF | $ | $ |
| 11 | Install full circle lateral connection to 8-12 in pipe with 4 or 6-inch lateral, plus 30 ft of liner pipe | 300 | EA | $ | $ |
| 12 | Reconnect laterals repaired | 300 | EA | $ | $ |
| 13 | Repairs to Manholes | 10 | EA | $ | $ |

| | | | | | |
|---|---|---|---|---|---|
| 14 | Traffic Control (Time and Material) | 1 | LS | $ | $ |
| 15 | Root Removal | 10 | POINTS | $ | $ |
| 16 | Bypass | 25 | EA | $ | $ |
| 17 | Repair and Raise Top LS 3 | 1 | LS | $ | $ |
| 18 | Contingency | 1 | LS | $50,000.00 | $50,000.00 |
| **TOTAL BID PRICE $** | | | | | |

_____

**(WRITE TOTAL BID PRICE $ AMOUNT IN WORDS FOR ITEMS NO. 1 - 18) AMOUNT SHALL BE SHOWN IN BOTH, WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.**

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 of Authorized Officer per Sunbiz Print Name

## REFERENCE SECTION:

References are being 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 verifiable references for the projects requested in Minimum Qualification Requirement (MQR) # 3.

Your Firm must send and obtain a completed Reference Check Form for each of your Firm's five (5) references. Your Firm must include the completed Reference Check Forms within your Firm's Proposal on the USB drive.

**Do not provide more or less than five (5) reference.**

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 RFP/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.

**"Bidder"** means any individual, Firm, qualified joint venture or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.

**"Bid Prices"** A listing of elements, systems, items, Acceptance Testing and Training, or other subdivisions of the work, establishing a value for each, the total, of which equals the contract sum. The Schedule of Bid Prices establishes the cash flow for the Project.

**"Bond"** means a bid, performance, or payment guarantee issued by and, on the form provided by the CITY (where applicable), written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida, with a rating by AM Best Company of "A" or better, "Class V".

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

**"Project Manager"** means the representative duly authorized by the City Manager to provide direction to the Contractor/Consultant regarding services provided pursuant to this BID 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.

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

**"Contract Time"** means the original time between commencement and completion, including any milestone dates thereof, established, as may be amended by Change Order.

**"Local City of Hallandale Beach Vendor"** pursuant to Chapter 23, Procurement, Section 23-6 of the Code of Ordinances of the City of Hallandale Beach, Florida.

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

**"Project Manager"** means the Contractor's representative authorized to make and execute decisions on behalf of the Contractor.

**"Proposal/ Response"** means the proposal/ response or submission submitted by a Proposer.

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

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

## INSURANCE REQUIREMENTS

The awarded Firm(s) will be required to obtain and maintain the insurance requirements as set forth below in the City's Form Agreement. Insurance requirements must be held for the life of the Contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the Commission. The requirements for insurance are stated below, City's Form Agreement, Article 5.

## CONTRACT TERMS

The term of the Agreement shall be concurrent with the construction of the Project.

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 Bid. 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.

## CONTRACT TIME

The City Project Manager will coordinate the contract start time through the Notice to Proceed.

The Total Contract Time for this project is three hundred and sixty (360) calendar days.

The City Commission will award the contract to the lowest responsive, responsible Firm. Should the awarded Firm be unable to perform and provide the services stipulated in the Bid and agreement, City reserves the right to move forward with the award of the contract to the 2nd lowest responsive and responsible Firm.

## 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

## SECURITY BID BOND 10%

As per Procurement Code Section 23-12 (2) Security Bonds, each proposer must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted.

A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

## PERFORMANCE AND LABOR MATERIALS PAYMENT BOND:

A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded Firm of this date via a letter. An original Performance and Labor Materials Payment Bond must be provided in an amount equal to 100% of the Contract price issued by a surety company licensed to do business in the State of Florida. (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract price as increased. The performance and payment bond must be recorded with Broward County prior to submitting to the City.

## 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 a password on the USB drive.

**The Bid Submittal Format section below, outlines the format to be followed to submit responses to this Bid.**

## BID SUBMITTAL FORMAT

Items 1-5 represent the format which Firms must follow when submitting responses to the Bid.

1. **Title Page**

   Provide the Bid # and title, the Firm(s) name(s); the name, address, telephone number and email of the contact person; and the date of the proposal. Only one (1) contact person is to be provided as the contact and will be contacted by the City. If the proposed submittal is made up of more than one (1) Firm, provide only one (1) contact person for the entire response.

2. **Bid Price Sheet**

3. **Security Bid Bond 10%**
   **Must be submitted with your Firms response.**

4. **Minimum Qualification Requirements (MQRs)**

5. **Required Forms**
   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. Anti-Kickback Affidavit
   i. Reference Check Form(s)
   j. All Addenda

## SUBMITTAL DUE DATE

**RESPONSES ARE DUE: XXXXXXX, 2018 NO LATER THAN 11:00 A.M.**

**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: BID # FY 2017-2018-019**
**CITY OF HALLANDALE BEACH INFLOW AND INFILTRATION REMOVAL PHASE 2**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

## MANDATORY PRE-BID CONFERENCE

For this Bid the City is holding a Mandatory Pre-Bid Conference. The Pre-Bid Conference is held to explain in detail the Bid documents, which make up the Bid for this Project. The Pre-Bid Conference presents the opportunity for Firms to clarify anything within the Bid and to ask questions directly to City Staff.

**In order for your Firm's proposal to be accepted a representative from your Firm must attend the Mandatory Pre-Bid Conference and sign in for your Firm.**

The Mandatory Pre-Bid Conference will be held **SEPTEMBER 27, 2018 at 11:00 a.m.**, City of Hallandale Beach, City Commission Chambers 400 South Federal Highway, Hallandale Beach, FL 33009.

All documents for this Bid are found on the City's website at www.cohb.org/solicitations

## LAST DAY FOR QUESTIONS

Any questions are to be submitted via email to csmith@cohb.org no later than **OCTOBER 2, 2018 at 11:00 a.m.**

Answers to questions received before the deadline will be released via addendum.

## TENTATIVE SCHEDULE

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

| | |
|---|---|
| BID DOCUMENT RELEASED | SEPTEMBER 20, 2018 |
| MANDATORY PRE-BID CONFERENCE | SEPTEMBER 27, 2018<br>11:00 A.M.<br>COMMISSION CHAMBERS |
| QUESTIONS | ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN OCTOBER 2, 2018<br>BY NO LATER THAN<br>11:00 A.M. |
| **BID DEADLINE FOR RECEIPT OF PROPOSALS** | **OCTOBER 22, 2018**<br>**BY NO LATER THAN 11:00 A.M.** |
| CONTRACT AWARD BY CITY COMMISSION – ESTIMATED | TO BE DETERMINED |
| PROJECT START DATE – NOTICE TO PROCEED ESTIMATED | TO BE DETERMINED |

## QUESTIONS REGARDING BID

For information pertaining to this Bid, contact Carolyn Allen-Smith at the Procurement Department (954) 457-3073 or via email 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. City's website, www.cohb.org/solicitations.

**FIRMS ARE RESPONSIBLE TO CHECK THE CITY'S WEBSITE PRIOR TO SUBMITTING A RESPONSE TO ENSURE THAT THE BIDDER HAS A COMPLETE BID PACKAGE, INCLUDING ANY 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 BID, EITHER THROUGH A JOINT VENTURE, A JOINT COLLABORATIVE PROPOSAL, ETC. MUST SIGN AND SUBMIT ALL FORMS AS PART OF THE RESPONSE TO THIS BID**

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 BID**
**(COMPANY NAME)**
**UNABLE TO RESPOND TO THE BID AT THIS TIME DUE TO THE FOLLOWING REASONS**:

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**COMPLETE INFORMATION BELOW**:

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

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| **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: BID # FY 2017-2018-019**<br>**CITY OF HALLANDALE BEACH INFLOW AND INFILTRATION REMOVAL PHASE 2** |

## VARIANCE FORM

**The proposing Firm must provide and state any and all variances to this BID, specifications, the Terms and Conditions and City Form Agreement on this variance form (provide additional pages if necessary).**

**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 Bid, 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" below. This form must be provided back in your submission.**

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**THIS PROPOSAL SUBMITTED BY:**

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| COMPANY/FIRM: |
| ADDRESS: |
| CITY & STATE: |
| ZIP CODE: |
| TELEPHONE: |
| DATE OF BID: |
| 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 Bid.

**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 Bid.**

**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 #3.**

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|---|
| **BID # FY 2017-2018-019 CITY OF HALLANDALE BEACH INFLOW AND INFILTRATION PHASE 2** |
| **PROPOSING FIRM'S NAME(S) :** |
| **PROJECT NAME:** |
| **NAME OF FIRM THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT:** |
| **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.**

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| **1.** 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 entities needs? |
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| **2.** Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project. |
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| **3.** Provide detail information about the Firm's response time as required by your Agreement. Where there ever any issues and why. |
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| **4.** Provide detail information about the Firm's success at minimizing any issues. |
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| **5.** Provide detail what type of service the Firm provided? How satisfied are you with the end result? |
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| **6.** What was the value of the Project? |
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| **7.** Would you consider this Firm for this type of work in the future? |
| |

**ADDITIONAL COMMENTS:**

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**SIGNATURE:** _____ **Date:** _____

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

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

**for**

**_____**

**BID # FY 2017-2018-019 CITY OF HALLANDALE BEACH**
**INFLOW AND INFILTRATION REMOVAL PHASE 2**

## PLEASE NOTE:

**The proposing Firm must provide and state any and all variances to this Bid, specifications, the Terms and Conditions and City Form Agreement found herein 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 Bid, 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 "CONTRACTOR."

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

## ARTICLE 1
## TERM

The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on _____.

At the _____ (date) 201_ City Commission Meeting the City Commission adopted Resolution # _____ awarded through **BID # FY 2017-2018-019 CITY OF HALLANDALE BEACH INFLOW AND INFILTRATION REMOVAL PHASE 2.**

This contract shall be in effect for a _____ period from the date of the issuance of a letter of award, or date of executed contract, whichever is later.

The Contract shall remain in effect provided the services rendered by the awarded Firm during the contract period are satisfactory and the funding is available as appropriated on an annual basis.

## ARTICLE 2
## SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to provide the services of that includes the scope of work in **BID # FY 2017-2018-019 CITY OF HALLANDALE BEACH INFLOW AND INFILTRATION REMOVAL PHASE 2** and, Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

## CITY OF HALLANDALE BEACH LOCAL VENDOR PREFERENCE

Contractor/Firm/Consultant has been granted LVP as per Proposal submitted Exhibit X. Contractor/Firm/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 CONTRACTOR 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 CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction

defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

## ARTICLE 4
## PERSONNEL

**4.1 Competence of Staff.** In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

## ARTICLE 5
## STANDARD AGREEMENT INSURANCE REQUIREMENTS

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

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

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

Professional Errors & Omissions Liability. Contractor 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 Contractor 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 Contractor agrees the Self-Insured-Retention shall not exceed $25,000. This coverage may be provided on a Per-Project Basis.

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

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

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

Right to Revise or Reject City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, 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 CONTRACTOR, 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 CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

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 CONTRACTOR 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, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage 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, CONTRACTOR 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 CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR 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 CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR 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 CONTRACTOR's and its subcontractors' records, CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR 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 CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 **THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR 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**
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:**
City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

**And:**
Procurement Department
400 South Federal Highway
Hallandale Beach, FL 33009

**Contractor:**

_____

_____

_____

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 CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR 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.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR'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 CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

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

8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR 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 County, 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR

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 attached Exhibits _____are hereby 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 CONTRACTOR 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.

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.

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____, signing by and through its City Manager, duly authorized to execute same, and

_____, signing by and through its _____,
(name of contractor) (title of authorized officer)
duly authorized to execute same.

**CITY**

ATTEST: CITY OF HALLANDALE BEACH

_____ By _____
CITY CLERK NYDIA RAFOLS-SALLABERRY, INTERIM CITY MANAGER

_____ day of _____, 20_____

Approved as to legal sufficiency and form by
CITY ATTORNEY

_____
Jennifer Merino, CITY ATTORNEY

_____ day of _____, 20_____

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, 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).

**CONTRACTOR**

ATTEST:

_____
(Name of Corporation)

_____
(Secretary)

By _____
(Signature and Title)

(Corporate Seal)

_____
(Type Name and Title Signed Above)

____ Day of _____, 20___.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

_____
(PRINT NAME)

_____
(PRESIDENT OR VICE-PRESIDENT)

_____
(PRINT NAME)

_____
(TYPE NAME AND 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 (BID), 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 BID 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 BID.

**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 BID 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. TAX SAVINGS DIRECT PURCHASES (TSDP)**

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

The City will implement the TSDP for projects of $1 million or above and apply it if applicable to this project.

**24. 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.

**25. SAMPLE FORM CONTRACT:**

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

**26. AWARD OF CONTRACT:**

The City exercises the right reserved herein to reject any or all bids. The Contract shall be awarded by the City to the responsive, responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the City determines to be in its own best interests depending upon whichever is applicable to the particular bid.

**27. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:**

The City of Hallandale Beach Administrative Policy 2009.002, Expanded Polystyrene Administrative Policy was approved by the City Commission during the April 18, 2018 by City Commission. The Policy is to preserve and enhance the health and quality of the environment in Hallandale Beach by restricting the use of City funds by City employees, contractors and/or vendors to purchase expanded polystyrene (Styrofoam) products for use or sale on City property or City facilities. Under the policy, City funds may not be expended to purchase Styrofoam food services articles for use or sale in City facilities or on City property. This includes funds used by City employees or used to pay City Contractors or vendors. Styrofoam food service articles will no longer be permitted to be sold or used in City facilities or on City properties by contractors or vendors that are paid with City funds. Click to access 2009.002 Expanded Polystyrene (Styrofoam) Administrative Policy.

**28. FALSE CLAIMS ORDINANCE NO. 2018-22:**

The City of Hallandale Beach Code of Ordinances, Chapter 19, Article V, False Claims (Ordinance No. 2018-22) was approved by City Commission on August 15, 2018. The False Claims Ordinance purpose is to deter persons from knowingly causing or assisting in causing the City to pay false claims, and to provide remedies for obtaining damages and civil relief for the City if a false claim is sought or obtained from the City. Click link to access False Claims Ordinance No. 2018-22.

## 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 has a Hallandale Beach Local Vendor Preference (CHBLVP). The CHBLVP is not a requirement for this Bid. However, if the Proposing Firm itself or the Proposing Firm's subcontractor(s) qualify as a Hallandale Beach Local Vendor, read below to make the determination of how to do that, in order to receive the Hallandale Beach local vendor preference consideration. The Proposer must identify all Hallandale Beach local vendors that will be utilized as subcontractors, 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.

**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.

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 all of the following:**

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 dollar value of work as a percentage (%) of the total project work which equals to the cost/value which will be provided and performed by the Local Vendor whose name is provided for letter b above. Exact type of service/element of work, or direct labor or a bona fide service that Local Vendor will provide to the project. If a nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for tier 1, tier 2 or tier 3 local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as subcontractors, 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.

**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 Receipt 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 Receipt (BTR) from Hallandale Beach:

The valid Business Tax Receipt 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 Receipt 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 Receipt 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 Receipt 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 Receipt (BTR) 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 Receipt must be submitted with response to the solicitation. The valid Business Tax Receipt 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 (LVP) to a Bid response.

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 the following process below will apply.

## Process to apply the LVP to a Bid response having provided all items required

Conditions:

(1) A vendor/business can only qualify for one tier preference level.
(2) A vendor/business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Tier 1—3 status.
(3) A vendor/business that operates through a post office box shall not be eligible to qualify for Tier 1-3.

Process to apply the LVP to Bids:

(1) *Competitive Bid Tier 1 Local Vendor Preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 1 local vendor is within ten percent of the lowest price submitted by any vendor, the tier 1 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 1 local vendor submits a bid that matches the lowest responsive bid, then the award will go to the tier 1 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

(2) *Competitive Bid Tier 2 Local Vendor Preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 2 local vendor is within five percent of the lowest price submitted by any vendor, the tier 2 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 2 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 2 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

(3) *Competitive Bid Tier 3 Local Vendor Preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 3 local vendor is within two and one-half percent of the lowest price submitted by any vendor, the tier 3 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 3 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 3 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

If there is a Tier 1 local vendor and a Tier 2 local vendor and a Tier 3 local vendor participating in the same Bid solicitation and the three vendors qualify to submit a second Bid as detailed above, the Tier 1 local vendor will be given first option.

If the Tier 1 local vendor cannot match the lowest bid received, an opportunity will be given to the tier 2 local vendor. If the tier 2 local vendor cannot match the lowest Bid received, then an opportunity will be given to the tier 3 local vendor. If the tier 3 local vendor cannot match the lowest Bid received, then the Bid will be awarded to the lowest bidder regardless of tier 1, tier 2 or tier 3 local vendor preference.

If multiple local vendors submit Bids which are within ten percent of the lowest bid, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the tier 1 local vendor submitting the lowest BAFO providing that the BAFO at least matches the lowest Bid received in the original solicitation. If no tier 1 local vendor can beat the lowest Bid by matching it, then the process will be repeated with tier 2 and tier 3 local vendors who have submitted a Bid which is within two and one-half percent of the lowest bid. If no tier 1, tier 2 or

tier 3 local vendor can submit a BAFO that matches the lowest Bid submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of the tiers.

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.