



**REQUEST FOR PROPOSALS
(RFP) # FY 2018-2019-CRA001**

ECONOMIC DEVELOPMENT STRATEGIC PLAN

<u>RFP DOCUMENT RELEASED</u>	<u>MARCH 26, 2019</u>
<u>MANDATORY PRE-PROPOSAL CONFERENCE</u>	<u>APRIL 5, 2019 @ 11:00 A.M.</u>
<u>QUESTIONS DUE</u>	<u>APRIL 8, 2019 @ 11:00 A.M.</u>
<u>RFP DEADLINE FOR RECEIPT OF PROPOSALS</u>	<u>APRIL 26, 2019 @ 11:00 A.M.</u>
<u>SUBMIT TO:</u>	<u>CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – SUITE 204 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</u>
<u>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</u>	

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



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SCOPE OF WORK:

PURPOSE

In furtherance of its redevelopment objectives, The City of Hallandale Beach Community Redevelopment Agency (CRA), Florida, is seeking proposals from experienced and qualified parties (“Proposer” or “Consultant” or “Firm”) to contract for consulting services to conduct a process to create an Economic Development Strategic Plan.

The completed Economic Development Strategic Plan will provide a “road map” as to where to allocate Economic Development resources and how to generate local business expansion and new business attraction.

MANDATORY PRE-PROPOSAL CONFERENCE:

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

In order for Firm’s proposal to be accepted a representative from Firm must attend the Mandatory Pre-Proposal Conference and sign in for Firm.

The Mandatory Pre-Proposal Conference will be held **APRIL 5, 2019 at 11:00 am**, City of Hallandale Beach, 400 South Federal Highway in City Commission Chambers.

SCOPE OF WORK

Proposing Firm must prepare and provide an Economic Development Strategic Plan that contains goals, objectives and implementation measures. The Proposer must provide professional services to support the following tasks:

Task 1

Yearly trend analysis and projections of demographic and socioeconomic data (population, median age, race/ethnicity, household and family size/income) labor force characteristics, sales tax revenue, traffic counts and other key economic data for the City in total and segregated by each City quadrant Northwest (NW), Northeast (NE), Southwest (SW), and Southeast (SE).

Task 2

Preparation of key demographic trends and forecasts, social factors, economic factors and financial indicators with the comparison of Hallandale Beach to Broward County and surrounding



Cities.

Task 3

Market segmentation, trends and outlook of the City's retail/commercial, hospitality and office sectors segregated by class rating types (current/trending inventory, average rents, vacancy rates, pipeline of new projects, demand and supply) in comparison to County and neighboring Cities.

Task 4

Summary of current local business composition and employment segregated by sector, number of establishments, unemployment, payroll, average/median wages for the entire City and segregated by each City quadrant (NW, NE, SW, SE) with forecasts.

Task 5

Assess and produce inventory of public/private local, State and Federal resource programs that could assist with the implementation of the Strategic Plan.

Task 6

Conduct a strengths, weaknesses, opportunities, and constraints analysis (SWOC) including areas to leverage for future development, developable nodes/parcels, recommended development focus associated with Opportunity Zone, Future Coastal Link Train Station, Northwest Warehouse District, City Hall/Post Office City Center etc.

Task 7

Report on economic trends, projected areas of growth and the regional context including target industries/principal land uses, economic strategies and polices.

Task 8

Preparation of a locally based Economic Development Strategy, with a clear five (5) year implementation plan with policies, projects and programs, with short, medium- and long-term prioritization for taking advantage of the opportunities and solving the economic development challenges of the area including staffing/budget considerations, recommendations for creation of minority business programs and Opportunity Zone Prospectus.

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



MINIMUM QUALIFICATION REQUIREMENTS (MQRs)

1. This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet for the Firm's response to be considered responsive. **Please read the MQRs to ensure your Firm meets these requirements prior to submitting a response to this RFP. All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
2. Proposing Firm that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and proposal will not be evaluated.
3. All Firms that are submitting a response to this RFP, either through Joint Venture, a Joint Collaborative Proposal, must submit a single response proposal.
4. All Firm(s) and sub-consultant(s) that will be named and providing work under proposing Firm's submission must submit all forms requested in the [Forms Section](#).
5. Any sub-consultant(s) that will perform any services must meet and provide Minimum Qualification Requirements #1.
6. The Firm awarded the Contract and all sub-consultants, will be required to maintain the Minimum Qualification Requirements #1 during the term of the Contract and any Contract renewals.
7. All Minimum Qualification Requirements (MQRs) must be submitted with Proposer's response.

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

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

Minimum Qualification Requirement # 2: Executive Level:

- a. Proposing Firm must have a minimum of one (1) employee that has held an Executive level position within a CRA in the State of Florida.
- b. Firm must provide with response written detailed information for the requested employee outlining the employees experience along with a resume.

**Minimum Qualification Requirement # 3: Previous Experience:**

- a. Proposing Firm must have completed five (5) Projects having provided the scope of work or a similar scope of work as outlined in this RFP within the past six (6) years.
- b. Projects completed must demonstrate the Firms experience and expertise with Community Redevelopment Agencies, Municipal and County Government processes, Florida Land Use Planning, public participation processes, market analysis and economic analysis.
- c. Please note that the information for the Projects below must be the same as the Projects/Contracts provided within the [Reference Check Form](#).
- d. Proof of the five (5) Projects within the past six (6) years must be provided by completing the charts below:

Proposing Firm must provide the information for MQR #3 on the following chart(s):



Name and Location of Project # 1:	
Name of the Firm that was awarded the Contract.	
List the sub-consultants that worked for the awarded Firm to provide all services required for the Project.	
Date when Project started.	
Date when Project was completed. Must have been completed within the past six (6) years 2012-2018.	
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
<p>Proposing Firm must provide in detail the scope of work as outlined in this RFP demonstrating the Firms experience and expertise with:</p> <p>a. Community Redevelopment Agencies</p> <p>b. Municipal and County Government processes</p> <p>c. Florida Land Use Planning</p> <p>d. Public participation processes</p> <p>e. Market Analysis</p> <p>f. Economic Analysis</p> <p>Proposing Firm must list in detail for each item a – f their experience.</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p>	<p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p>



Name and Location of Project # 2:	
Name of the Firm that was awarded the Contract.	
List the sub-consultants that worked for the awarded Firm to provide all services required for the Project.	
Date when Project started.	
Date when Project was completed. Must have been completed within the past six (6) years 2012-2018.	
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
<p>Proposing Firm must provide in detail the scope of work as outlined in this RFP demonstrating the Firms experience and expertise with:</p> <p>a. Community Redevelopment Agencies</p> <p>b. Municipal and County Government processes</p> <p>c. Florida Land Use Planning</p> <p>d. Public participation processes</p> <p>e. Market Analysis</p> <p>f. Economic Analysis</p> <p>Proposing Firm must list in detail for each item a – f their experience.</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p>	<p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p>



Name and Location of Project # 3:	
Name of the Firm that was awarded the Contract.	
List the sub-consultants that worked for the awarded Firm to provide all services required for the Project.	
Date when Project started.	
Date when Project was completed. Must have been completed within the past six (6) years 2012-2018.	
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
<p>Proposing Firm must provide in detail the scope of work as outlined in this RFP demonstrating the Firms experience and expertise with:</p> <p>a. Community Redevelopment Agencies</p> <p>b. Municipal and County Government processes</p> <p>c. Florida Land Use Planning</p> <p>d. Public participation processes</p> <p>e. Market Analysis</p> <p>f. Economic Analysis</p> <p>Proposing Firm must list in detail for each item a – f their experience.</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p>	<p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p>



Name and Location of Project # 4:	
Name of the Firm that was awarded the Contract.	
List the sub-consultants that worked for the awarded Firm to provide all services required for the Project.	
Date when Project started.	
Date when Project was completed. Must have been completed within the past six (6) years 2012-2018.	
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
<p>Proposing Firm must provide in detail the scope of work as outlined in this RFP demonstrating the Firms experience and expertise with:</p> <p>a. Community Redevelopment Agencies</p> <p>b. Municipal and County Government processes</p> <p>c. Florida Land Use Planning</p> <p>d. Public participation processes</p> <p>e. Market Analysis</p> <p>f. Economic Analysis</p> <p>Proposing Firm must list in detail for each item a – f their experience.</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p>	<p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p>



Name and Location of Project # 5:	
Name of the Firm that was awarded the Contract.	
List the sub-consultants that worked for the awarded Firm to provide all services required for the Project.	
Date when Project started.	
Date when Project was completed. Must have been completed within the past six (6) years 2012-2018.	
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
<p>Proposing Firm must provide in detail the scope of work as outlined in this RFP demonstrating the Firms experience and expertise with:</p> <p>a. Community Redevelopment Agencies</p> <p>b. Municipal and County Government processes</p> <p>c. Florida Land Use Planning</p> <p>d. Public participation processes</p> <p>e. Market Analysis</p> <p>f. Economic Analysis</p> <p>Proposing Firm must list in detail for each item a – f their experience.</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p>	<p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> or No <input type="checkbox"/></p>



BACKGROUND INFORMATION FOR CRA:

The Hallandale Beach Community Redevelopment Agency (CRA) was created in 1996 to redevelop and improve the City of Hallandale Beach (City's) overall aesthetics. As a result, the City has undertaken ambitious improvements to include roads and infrastructure, beautifying neighborhood streets, parks, development and restoration of a Historical Village and providing many residential and commercial programs and opportunities. The CRA Redevelopment Area is bound to the North by Pembroke Road, to the South by the Dade-Broward County line, to the West by interstate 95 and to the East by NE 14th Avenue and the 14th Avenue Canal.

CRA is bound by Florida Statutes Chapter 163, Part III, and Resolution No. 2012-05.

DEFINITIONS

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

"Award" means the acceptance of a proposal, offer or proposal by the proper authorized designee. The Board of Directors must approve all awards over the purchasing authority of the CRA Executive Director, except for emergency purchases.

"CRA Project Manager" means the CRA representative duly authorized by the CRA Executive Director to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

"CRA" the Hallandale Beach Community Redevelopment Agency or CRA Board of Directors, a public body corporate and political. May be used interchangeably with HBCRA.

"CRA's Contract Administrator" means the CRA's representative duly authorized by the CRA Executive Director, to provide direction to the Consultant regarding services provided pursuant to this RFP and the Contract.

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

"Contract" and "Contract Documents" means the Agreement for this Project to be entered between the CRA and the Successful Proposer/Contractor.

"Local City of Hallandale Beach Vendor" pursuant to Chapter 23, Procurement, Section 23-3 of the Code of Ordinances of the City of Hallandale Beach, Florida.



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

“Proposal” means the proposal or submission submitted by a Proposer.

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

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

“Scope of Services or Scope of Work” the work to be performed by the selected Respondent/Proposer/Firm under this Contract.

“Sub-contractor or Sub-consultant” Any person or business entity employed to perform part of a contractual obligation under the control of the Proposer. Any supplier, distribution, vendor, or Firm that furnishes, supplies, or services to the Proposer.

“Work or Services” includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation

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

Total Contract term is one hundred and eighty (180) calendar days.

Contract may be cancelled by the CRA within thirty (30) days with a written notice by the Community Redevelopment Agency (CRA).

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



The submittal responses shall be valid until Board of Directors awards a Contract as a result of this RFP. CRA 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 CRA reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the CRA. The CRA further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach CRA.

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>



COST PROPOSAL:

- I. Proposing Firm's Cost Proposal must be inclusive of all related expenses to provide the services as detailed in this RFP.
- II. Proposing Firm must use the Cost Proposal below to submit your Firm's total cost for this Project.
- III. Proposing Firm shall hold the costs firm throughout the Contract period.
- IV. The CRA reserves the right to increase, decrease, and/or choose the items and/or quantities below for the Project to meet its available budget using the unit prices/ total cost provided below.
- V. Determination of award of contract will be based on availability of budget.
- VI. Not applicable or "N/A" is not acceptable and will cause Firm's response to be determined non-responsive. An authorized officer per the Firms Sunbiz, must sign the Cost Proposal.

TASKS	DESCRIPTON OF TASKS	TOTAL COST
1	Yearly trend analysis and projections of demographic and socioeconomic data (population, median age, race/ethnicity, household and family size/income) labor force characteristics, sales tax revenue, traffic counts and other key economic data for the City in total and segregated by each City quadrant Northwest (NW), Northeast (NE), Southwest (SW), and Southeast (SE).	\$
2	Preparation of key demographic trends and forecasts, social factors, economic factors and financial indicators with the comparison of Hallandale Beach to Broward County and surrounding Cities.	\$
3	Market segmentation, trends and outlook of the City's retail/commercial, hospitality and office sectors segregated by class rating types (current/trending inventory, average rents, vacancy rates, pipeline of new projects, demand and supply) in comparison to County and neighboring Cities.	\$
4	Summary of current local business composition and employment segregated by sector, number of establishments, unemployment, payroll, average/median wages for the entire City and segregated by each City quadrant (NW, NE, SW, SE) with forecasts.	\$
5	Assess and produce inventory of public/private local, State and Federal resource programs that could assist with the	\$



	implementation of the Strategic Plan.	
6	Conduct a strengths, weaknesses, opportunities, and constraints analysis (SWOC) including areas to leverage for future development, developable nodes/parcels, recommended development focus associated with Opportunity Zone, Future Coastal Link Train Station, Northwest Warehouse District, City Hall/Post Office City Center etc.	\$
7	Report on economic trends, projected areas of growth and the regional context including target industries/principal land uses, economic strategies and polices.	\$
8	Preparation of a locally based Economic Development Strategy, with a clear five (5) year implementation plan with policies, projects and programs, with short, medium- and long-term prioritization for taking advantage of the opportunities and solving the economic development challenges of the area including staffing/budget considerations, recommendations for creation of minority business programs and Opportunity Zone Prospectus.	\$
TOTAL COST FOR TASKS 1 - 8		\$

(WRITE TOTAL COST \$ AMOUNT IN WORDS FOR ITEMS NO. 1 - 8) AMOUNT MUST 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



EVALUATION PROCESS AND CRITERIA:

Evaluation Process

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

The Evaluation Committee will utilize the criteria below to rate the Firm’s proposal. Upon review of the proposal by the Evaluation Committee, Oral Presentations may be required.

Criteria

The recommendation(s) for award shall be made to the Board of Directors, by the Executive Director, to the responsible, responsive Proposer(s) whose proposal is highest rated by the Evaluation Committee.

NUMBER	Evaluation Criteria	MAXIMUM Potential Points
1.	Proposing Firm’s MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – This criterion has no points. If Firm does not provide all the required MQRs information, Firm’s proposal will not be reviewed/evaluated, and submission will be disqualified.	Ensure Firm provides all the MQRs within Firm’s submittal
2.	Firm’s Qualifications and Experience	35
3.	Management and Team’s Experience and Qualifications	30
4..	Past Performance - References	5
5..	Approach to the Project	10
6.	Cost Proposal	10
7.	City of Hallandale Beach Local Vendor Preference	2.5-10
	TOTAL POINTS	100



INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

1. Firms are to submit responses on a Universal Serial Bus (USB) drive only. **Provide one (1) USB drive with Firm's submittal.**
2. 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.
3. **Firms must make sure that the pdf files provided are searchable prior to submission.** Do not place passwords on the USB drive.
4. Section below, Proposal Format, outlines the format to be followed for responses to this RFP.

PROPOSAL FORMAT:

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

Proposing Firm response must provide all information requested below for items # 1 through # 12.

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

While additional data may be presented, the information requested in items #1 through #12, must be included for the proposing Firm. Items #1 through #12 represent criteria after which the proposals will be evaluated.

1. **Title Page**

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

2. **Table of Contents**

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

3. **Transmittal Letter**

- a. A transmittal letter must be provided briefly stating the proposers' understanding of the work to be done, the commitment to perform the work within the required time period, a statement why the Firm believes they are the best qualified to perform the work and a statement that the proposal is a firm



and irrevocable offer until such time as Board of Directors awards a contract as a result of this RFP.

The transmittal letter must be signed by a duly authorized officer(s) of your Firm, as registered with the Florida Secretary of State through the Division of Corporations website at: www.sunbiz.org. Your Firm must provide a copy your Firm's Sunbiz following the transmittal letter to verify the duly authorized officers. If such officer is not listed in the Sunbiz for your Firm, your Firm must provide a legal document, such a Certificate of Resolution, naming the officer as authorized to execute on behalf of the Firm.

- b. Provide the names of the persons who will be authorized to make representation for the Proposer, their titles, addresses, telephone numbers and email addresses.
- c. Provide the name of the Project Manager who will be the direct point of contact during the term of the Agreement.

4. **Executive Summary**

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

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

- a. Proposing Firms responding to this RFP must submit all [Minimum Qualification Requirements \(MQRs\) requested in MQRs section](#). Please read the MQRs to ensure proposing Firm meets these requirements prior to submitting to this RFP.
- b. **Firm(s) that do not comply with the outline below will be determined non-responsive and disqualified from the evaluation process.**
- c. **All Firm(s) named and that will be, including sub-consultants, providing work must also submit all forms requested in the [Forms Section](#).**
- d. The Firm awarded the Contract will be required to maintain the [Minimum Qualification Requirements #1 and #3](#) during the term of the Contract and any Contract renewals.



6. Required Forms:

Proposing Firm and sub-consultants must complete and include all forms within the proposal and submit on USB drive:

- a. [Proposal Submitted by Form](#)
- b. [Variance Form](#)
- c. [Legal Proceedings Form](#)
- d. [Public Entity Crime Form](#)
- e. [Domestic Partnership Certification form](#)
- f. [Conflict of Interest Notification Requirement Questionnaire](#)
- g. [Drug Free Workplace Form](#)
- h. [Anti-Kickback Affidavit](#)
- i. [Truth-In-Negotiation Certificate](#)
- j. [Reference Check Forms](#)
- k. Addenda

7. Firm's Qualifications and Experience

- a. Provide detailed information of why the proposing Firm is the best qualified to perform the services as outlined in the RFP. Firm must address in detail the scope of work as outlined in pages 3-4 and how Firm has provided these specific services and scope of work to other government entities.
- b. Proposing Firm must demonstrate a thorough understanding of Florida Statute 163 Part III and provide examples of the creation and implementation of Economic Development Strategic Plans.
- c. State in detail the Firms experience and expertise with:
 - i. Community Redevelopment Agencies
 - ii. Municipal and County Government processes
 - iii. Florida Land Use Planning
 - iv. Public participation processes
 - v. Market Analysis and Economic Analysis
- d. Demonstrate qualifications, including an item by item disclosure outlining how the proposing Firm meets or exceeds the requirements of the RFP.



- e. Describe the experience of the Firm and specifically address the age and size of the Firm.
- f. The proposal should indicate the total number of employees of the Firm, including the number of staff in office and the staff to be employed for the project on a full-time basis.
- g. Provide a list of government and private clients proposing Firm has under Contract through 2020. Please provide the amount of each Contract and a brief description of the services, including the number of employees Firm is supervising on each project.

8. Management and Team's Experience and Qualifications

- a. Proposing Firm must provide names and titles of staff being proposed to complete the services as outlined in this RFP. Explain in detail the years of experience of each staff that will be assigned to work on this project.
- b. Describe and address the work plan that identifies the personnel to be assigned to each task. The response must describe and identify who will be the project manager and the day-to-day contact person for the work.
- c. Describe the experience of the team member provided for MQR #2. What role will this person have in providing the services and what value will they add to the team.
- d. Provide a list of all sub consultants that will be part of the proposal. What specific type of work shall each sub consultant be responsible for during the project. Provide resumes of sub consultants' key management personnel and support staff.

9. Past Performance - References

- a. The Proposing Firm(s) responding to this RFP must provide five (5) verifiable references for Projects of similar scope as outlined in this RFP.
- b. The City will send the references Firm provides a request for confirmation via email within two (2) business days from receipt of Firm's proposal. If the reference is not available or unable to respond within two (2) business days from the email request, the reference will not be considered valid and the points for references will be affected.
- c. Please make sure that the references listed in Firm's response are aware that they will be receiving a confirmation of reference email from the City of Hallandale Beach to confirm the reference which was submitted with your Firm's proposal.



10. Approach to the Project

- a. Discuss in detail the timing and phasing of the plan for this project. Address in detail what task will be performed and when.
- b. Description of the intended approach to the project that demonstrates the proposer's understanding of the issues and tasks, and the proposer's ability to address them.
- c. Provide a detailed schedule for the performance of scope of work.
- d. Discuss in detail what process proposing Firm will engage in to ensure compatibility and coordination with CRA staff.

11. Cost Proposal

The Firm shall provide all labor, equipment, and other resources necessary to provide the services in accordance with the scope of services in this solicitation in the Cost Proposal.

The proposed costs will be evaluated by dividing the lowest cost submitted by the total cost for the Cost Proposal being evaluated. The result will be multiplied by the maximum cost points to arrive as a cost score of less than the full score for cost.

- Example: Lowest Cost Proposed gets Total Points = 10 points
- Lowest Cost submitted is \$100,000 and the Proposer's Proposed Cost being evaluated is \$150,000 = So $\$100,000 / \$150,000 = .70$
- $70 \times$ total # of points for cost criteria which is 10 = $.70 \times 10 = 7$ which would be the total # of points this Proposer's cost would receive.

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

12. City of Hallandale Beach Local Vendor Preference

Click link for description of [City of Hallandale Beach LVP](#) and process for application.



ORAL PRESENTATIONS:

The Evaluation Committee may select proposers to conduct Oral Presentations.

Oral Presentations may be scheduled with the Firm(s) as requested by the Evaluation Committee. The Oral Presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

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

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

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

SUBMITTAL DUE DATE:

RESPONSES ARE DUE: APRIL 26, 2019 NO LATER THAN 11:00AM.

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

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
PLACE THE NAME OF YOUR FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2018-2019-CRA001
ECONOMIC DEVELOPMENT STRATEGIC PLAN

LATE PROPOSALS WILL NOT BE ACCEPTED



MANDATORY PRE-PROPOSAL CONFERENCE:

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

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

The Mandatory Pre-Proposal Conference will be held **APRIL 5, 2019 at 11:00 am**, City of Hallandale Beach, 400 South Federal Highway in City Commission Chambers.

LAST DAY FOR QUESTIONS AND CONTACT INFORMATION

Any questions are to be submitted via email only to Carolyn Allen-Smith, Procurement Specialist, at csmith@cohb.org no later than **APRIL 8, 2019 at 11:00 am**.

Answers to questions received before the deadline will be released via addendum. Changes, if any, to the scope of the services or RFP document will be transmitted only via written addendum and available on the City's website at www.cohb.org/solicitations.

The Procurement Department may be contacted at (954) 457-1333. All contact shall be for clarification purposes only.

PROPOSER'S ARE RESPONSIBLE TO CHECK THE CITY'S WEBSITE PRIOR TO SUBMITTING A RESPONSE TO ENSURE THAT THE PROPOSER HAS A COMPLETE PROPOSAL PACKAGE, INCLUDING ANY ADDENDA.



TENTATIVE SCHEDULE

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

RFP DOCUMENT RELEASED	MARCH 26, 2019
MANDATORY PRE-PROPOSAL CONFERENCE	APRIL 5, 2019 11:00 AM CITY COMMISSION CHAMBERS
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN, <u>APRIL 8, 2019</u> BY NO LATER THAN 11:00 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	<u>APRIL 26, 2019</u> <u>BY NO LATER THAN 11:00 AM</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL PRESENTATIONS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY BOARD OF DIRECTORS – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED



FORMS SECTION

Proposing Firm and sub-consultants must complete and include all forms within the proposal submitted on USB drive.

- a. [Proposal Submitted by Form](#)
- b. [Variance Form](#)
- c. [Legal Proceedings Form](#)
- d. [Public Entity Crime Form](#)
- e. [Domestic Partnership Certification form](#)
- f. [Conflict of Interest Notification Requirement Questionnaire](#)
- g. [Drug Free Workplace Form](#)
- h. [Anti-Kickback Affidavit](#)
- i. [Truth-In-Negotiation Certificate](#)
- j. [Reference Check Form](#)
- k. [Addenda](#)
- l. [City of Hallandale Beach Local Vendor Preference \(LVP\)](#)

Note: See section below for description and process for application as applicable.



THIS PROPOSAL SUBMITTED BY:

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

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

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



VARIANCE FORM

The proposing Firm **must** provide and state any and all Variances to this RFP, Specifications, the Terms and Conditions and CRA Form Agreement on this Variance Form (provide additional pages if necessary).

After award of Contract through Board of Directors via Resolution, the awarded Firm’s Variance Form will be reviewed by appropriate CRA Staff, the CRA Attorney and the Risk Manager. If the **Variances** presented by Firm are acceptable to the CRA, 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 the Firm. Variances requested to either the RFP, the Terms and Conditions and the CRA Form Agreement may result in the CRA rescinding award of Contract to Firm.

If Firm has **no Variances**, please state “None” below (provide additional pages if necessary). This form must be provided back in Firm’s response.



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 _____, 2019



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/CRA Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City/CRA, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

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

Check only one box below:

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach/CRA, 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/CRA, 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 CRA.

1. Name of Firm submitting a response to this RFP.

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

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

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

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 SIGNATURE:
-------	--	---------------------



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 CRA 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: _____



TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Print Firm's Name

Authorized Officer of the Firm listed on Sunbiz' Signature

Print Name of Authorized Officer of the Firm Executing Above

Date



REFERENCE CHECK FORM SECTION

Please note: The references provided below must be the same as the projects/services provided for response to MQR # 3.

References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.

Proposing Firm must provide five (5) verifiable references supporting the experience presented in [Minimum Qualification Requirement \(MQR\) #3](#) for the proposing Firm as stated in the RFP:

- a. Proposing Firm must have completed five (5) Projects having provided the scope of work or a similar scope of work as outlined in this RFP within the past six (6) years.
- b. Projects completed must demonstrate the Firms experience and expertise with Community Redevelopment Agencies, Municipal and County Government processes, Florida Land Use Planning, public participation processes, market analysis and economic analysis.

The five (5) requested references must be the same as the Projects provided for MQR #3.

- Proposing Firm must send to five (5) references and obtain back a completed and signed Reference Check Form for each of proposing Firm's required five (5) references.
- Proposing Firm must include the required five (5) completed and signed Reference Check Forms within proposing Firm's Proposal submission on the USB drive.

Do not provide more than five (5) references.

The City will send the references provided a request for confirmation 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 will not be considered valid. This will cause Firm to lose points awarded for this criterion. Therefore, ensure that the references provided are aware they will be receiving a confirmation of reference email from the City of Hallandale Beach to confirm the references which were submitted with the Firm's response.



Please note: The references provided below must be the same as the Projects/ Contracts provided for response to MQR #3.

REFERENCE FOR PROPOSING FIRM:			
RFP # FY 2018-2019-CRA001 ECONOMIC DEVELOPMENT STRATEGIC PLAN			
FIRM'S NAME:			
PROJECT NAME:			
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:			
NAME ALL THE FIRMS THAT WERE SUB-CONSULTANTS 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 proposing Firm named above.

1. What was the scope of project provided and completed by the Consultant?



2. Did the awarded Firm have experience and expertise with: (Check applicable box)

a.	Community Redevelopment Agencies:	Yes	<input type="checkbox"/>	or	No	<input type="checkbox"/>
b.	Municipal and County Government processes	Yes	<input type="checkbox"/>	or	No	<input type="checkbox"/>
c.	Florida Land Use Planning	Yes	<input type="checkbox"/>	or	No	<input type="checkbox"/>
d.	Public participation processes	Yes	<input type="checkbox"/>	or	No	<input type="checkbox"/>
e.	Market Analysis	Yes	<input type="checkbox"/>	or	No	<input type="checkbox"/>
f.	Economic Analysis	Yes	<input type="checkbox"/>	or	No	<input type="checkbox"/>

3. 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?

DRAB

4. Provide detail information about the competence, level of professionalism, accessibility, and responsiveness of the Firm's personnel supervising and performing the work.



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

--

6. Provide detail information about the Firm's success at minimizing any issues, quality of work, reporting capabilities and customer service with entities staff.

--

7. Provide your level of satisfaction with the Firm's success at keeping you updated and informed, particularly when special needs or problems arose during work?

--

ADDITIONAL COMMENTS:

SIGNATURE: _____ Date: _____



AGREEMENT

PLEASE NOTE:

1. The proposing Firm must provide and state any and all Variances to this RFP, Specifications, the Terms and Conditions, the CRA Form Agreement on the Variance form.
2. After award of Contract through Board of Directors via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate CRA Staff, the CRA Attorney and the Risk Manager. If the Variances presented by Firm are acceptable to the CRA, 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 the Firm. Variances requested to either the RFP, the Terms and Conditions and the CRA Form Agreement may result in the CRA rescinding award of Contract to Firm.



CRA FORM AGREEMENT

Between

HALLANDALE BEACH COMMUNITY REDEVELOPEMENT AGENCY (CRA)

and

(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)

for

**RFP # FY 2018-2019-CRA001
ECONOMIC DEVELOPMENT STRATEGIC PLAN**

THIS AGREEMENT is made and entered into as of _____, 2019, by and between the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "HBCRA") having an address at 400 S. Federal Highway, Hallandale Beach, Florida 33009, and _____, a _____ (the "Consultant") having an address at _____.

RECITALS

1. The HBCRA desires to engage the Consultant for provision of the services as set forth in the Scope of Work (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **General Intent.** The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by Consultant to the HBCRA of professional services related to **RFP # FY 2018-2019-CRA001 ECONOMIC DEVELOPMENT STRATEGIC PLAN** awarded by Resolution No. _____, as set forth in the RFP Document and Consultant's proposal attached hereto as Exhibit "A" and by this reference made a part hereof (the "Scope of Work"). The parties acknowledge and agree that the Scope of Work contains certain terms and conditions that are incorporated into this Agreement; provided, however in the event there is any conflict between the terms and conditions of this Agreement and the Scope of Work, the terms and conditions of this Agreement shall control.



2. Services and Responsibilities

2.1 Consultant hereby agrees to perform the services described and for the fee set forth in the Scope of Work. The Consultant shall be solely responsible for the satisfactory and complete execution of the Scope Work. The Scope of Work shall generally be performed at the direction of the HBCRA and completed with time frames as agreed upon by the parties from time to time.

2.2 Consultant hereby represents and warrants to the HBCRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement and (b) all necessary licenses required by the State of Florida, Broward County and the City of Hallandale Beach to perform the Scope of Work.

2.3 Consultant shall report to the HBCRA Executive Director or his designee. During the conduct of the performance of its services, Consultant shall schedule regular meetings with the HBCRA Executive Director or his designee to discuss the progress of the work. The Consultant shall provide written progress reports and a final report to the HBCRA setting forth status and completion of milestones as well as other performance measures demonstrating Consultant's compliance with this Agreement and the Scope of Work as directed by the HBCRA Executive Director or his designee.

2.7 Consultant hereby represents to the HBCRA, with full knowledge that HBCRA is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise and experience to perform the services to be provided by Consultant pursuant to the terms of this Agreement. Consultant shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

3. Relationship of the Parties. The Consultant accepts the relationship of trust and confidence established by this Agreement and covenants with the HBCRA to cooperate with the HBCRA and exercise the Consultant's skill and judgment in furthering the interests of the HBCRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the HBCRA's interests. The HBCRA agrees to furnish or approve, in a timely manner, information required by the Consultant and to make payments to the Consultant in accordance with the requirements of this Agreement.

4. Compensation and Method of Payment

4.1 Compensation for the services provided by Consultant to the HBCRA shall be based on the fee provided in the Scope of Work, which fee shall not exceed _____ and 00/100 Dollars (\$ _____) (the "Fee"). The Fee represents and contains all amounts due and payable for the services provided by Consultant as set forth in the Scope of Work including any out of pocket and third-party costs which may be incurred and/or paid by Consultant.

4.2 Consultant shall submit to the HBCRA written invoices upon completion of each task listed in the Cost Proposal from Consultant's proposal. Each invoice shall include a detailed billing statement for services rendered and any other supporting documentation as reasonably requested by the HBCRA. With respect to the procedures for payment, the HBCRA and Consultant agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.



5. Changes in Scope of Work. HBCRA may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the HBCRA Board of Directors.

6. Termination.

6.1 Termination by the Consultant. The Consultant may terminate the Agreement if the HBCRA fails to make a payment as required by the Agreement followed by written notice thereof from Consultant to HBCRA and HBCRA's continued failure to make such payment for fifteen (15) days following the receipt of such notice. If the Consultant terminates the Agreement as set forth in the previous sentence, the Consultant shall be entitled to recover from the HBCRA payment for the Scope Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages. Any termination or purported termination by the Consultant for any reason other than HBCRA's nonpayment shall be void thereby entitling the HBCRA to its rights and remedies available at law and in equity.

6.2 Termination by the HBCRA for Cause. The HBCRA may terminate this Agreement if the Consultant:

6.2.1 Persistently or repeatedly refuses or fails to follow HBCRA's directions relative to the performance of the Scope of Work including, but not limited to, failing to perform the Scope of Work or any portion thereof within agreed upon time frames;

6.2.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of this Agreement.

When any of the above reasons exist, the HBCRA may without prejudice to any other rights or remedies and after giving the Consultant seven (7) days' written notice, terminate this Agreement and the employment of the Consultant. The Consultant shall not be entitled to receive payment for the Scope of Work completed until the remainder of the Scope of Work is finished and, in addition to any other rights available to the HBCRA at law or in equity, the Consultant shall be liable to HBCRA for all reasonable excess completion costs and costs to correct as a result of said termination including, but not limited to, monetary damages and attorneys' fees and costs. Any amounts owed by the Consultant to the HBCRA pursuant to the previous sentence may be offset and credited by the HBCRA against any payments owed by the HBCRA to the Consultant at the time of termination.

6.3 Termination by the HBCRA for Convenience. Notwithstanding anything in the Agreement to the contrary, HBCRA shall have the right, for whatever reason and in its sole discretion, to terminate the Agreement without penalty or liability by providing the Consultant with seven (7) days written notice thereof. Upon such termination, this Agreement shall be null and void, except that Consultant shall be entitled to payment for the Scope Work executed up to the date of termination. Any of Consultant's then outstanding and/or unfulfilled duties and/or obligations under the Agreement accruing prior to such termination shall survive the termination of the Agreement.

6.4 Waiver of Consequential and Punitive Damages. Consultant acknowledges and agrees that Consultant shall not be entitled to, and hereby waives any claims for



consequential or punitive damages in connection with the termination of this Agreement by either the Consultant or the HBCRA as set forth in Sections 6.1, 6.2 and/or 6.3 above, as well as in connection with, arising from or related to any other matter whatsoever between the parties including, but not limited to claims, lawsuits, arbitrations and mediations.

7. Insurance. Consultant agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of the Scope of Work and thereafter for the period of the applicable Statute of Limitations and applicable Statute of Repose the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as HBCRA's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under any resulting contract.

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

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

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

Professional Errors & Omissions Liability. Consultant agrees to maintain Professional Error's & Omissions Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate... The Consultant agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective of the Contract, or the performance of services hereunder. The Consultant agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

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

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



condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

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

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

Umbrella or Excess Liability. Consultant may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse HBCRA 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 HBCRA 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, HBCRA 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.

8. Indemnification. In consideration of the entry of this Agreement, the Consultant agrees, to indemnify, protect, defend, and hold harmless the HBCRA its members, managers, officers, employees, consultants, and agents from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Scope of Work. The foregoing indemnity is limited to \$1,000,000 per occurrence, which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement; provided, however, that the Consultant's indemnity obligations hereunder are not limited by the availability of insurance proceeds. In the event that any claims are brought or actions are filed against the HBCRA with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed.

9. Miscellaneous

9.1 Ownership of Documents. All documents prepared by the Consultant pursuant to or in connection with this Agreement are and shall remain the exclusive property of the HBCRA. Upon request of the HBCRA and/or upon the termination or completion of this Agreement, Consultant shall promptly deliver to the HBCRA all or any portion of the above referenced documents including all electronic files relating thereto. Consultant further acknowledges that HBCRA may post any of such documents on the HBCRA's website. Such



documents may be posted by HBCRA without the prior authorization of Consultant. No additional fee or compensation will be paid to Consultant by HBCRA for such posting.

9.2 Records. Consultant shall keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by HBCRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by HBCRA and advised such records must be kept for a longer period. Consultant shall further be required to respond to the reasonable inquiries of successor Consultant and allow successor Consultant to review Consultant's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by HBCRA of any fees or expenses based upon such entries.

9.3 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Consultant is an independent contractor under this Agreement and not the HBCRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the HBCRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the HBCRA and the HBCRA will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

9.4 Assignments; Amendments.

9.4.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of HBCRA, which consent may be withheld by the HBCRA in its sole and absolute discretion. This Agreement shall run to the HBCRA and its successors and assigns.

9.4.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the HBCRA Board of Directors.

9.5 No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the HBCRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.



9.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Consultant and the HBCRA designate the following as the respective places for giving such notice:

HBCRA: Jeremy Earle, Executive Director
Hallandale Beach Community Redevelopment Agency
400 S. Federal Highway
Hallandale Beach, FL 33009
Telephone No. (954) 457-1300
Facsimile No. (954) 457-1454

Copy to: Steven W. Zelkowitz
HBCRA Attorney
Fox Rothschild, LLP
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2750
Miami, FL 33131
Telephone No. (305) 442-6540
Facsimile No. (305) 442-6541

Consultant: _____

Telephone No. _____
Facsimile No. _____

9.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.10 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement and is incorporated herein by reference.

9.11 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.



9.12 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Broward County.

9.13 Extent of Agreement. This Agreement represents the entire and integrated agreement between the HBCRA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

9.14 No Third-Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the HBCRA or Consultant.

9.15 Ethics Requirements. Consultant is responsible for educating itself on the various ethics and conflict of interest provisions of Florida law, Broward County Ordinance and City Code.

9.16 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

10. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.



IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONSULTANT:

By: _____

Name: _____

Title: _____

Dated: _____, 2019

HBCRA:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____

Jeremy Earle
Executive Director

ATTEST:

By: _____

Jenorgen M. Guillen
HBCRA Clerk

Approved as to form and legal sufficiency:

By: _____

Fox Rothschild, LLP
HBCRA Attorney



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

1. CONE OF SILENCE:

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the CRA's staff including, but not limited to, the Executive Director/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 board of directors/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 Executive Director/City Manager presents his/her written recommendation to the board of directors/city commission;
 - (4) Emergency procurements;
 - (5) Communications with the City Attorney/CRA 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 executive director/city manager shall make available to the mayor and the board of directors/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 executive director/city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
 - (2) Termination; board of directors/city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the board of directors /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 board of directors/city commission for further deliberation. In the event the board of directors/city commission decides to reject all bids, then the cone of silence shall be lifted.
 - (3) Executive Director/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 executive director/city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the executive director/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. **DOMESTIC PARTNER BENEFITS REQUIREMENT:**

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

- (i) The Contractor certifies and represents that it will comply with this section during 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 CRA/City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The CRA/City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The CRA/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 board of directors/city commission waives compliance of this section in the best interests of the cra/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 cra/city matters, any previous principal, and/or client represented who has, at the time of registration, any pending matters involving the CRA/City, and the general and specific areas of lobbyist interest in any CRA/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 CRA/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 CRA/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 Board of Directors/City Commission until such time as the Board of Directors/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. CRA/City's determination of whether an exemption applies shall

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

7. ADDENDA AND MODIFICATIONS:

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

If any addenda are issued, the CRA/City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the CRA/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 CRA/City.

8. PERFORMANCE:

It is the intention of the CRA/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 CRA/CITY. The CRA/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 CRA/CITY residents.

9. DELIVERY:

Time is of the essence. CRA/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 CRA/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 or selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the CRA/CITY harmless from any and all liability, loss, or expense occasioned by any such violation.

12. TAXES:

The CRA/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 CRA/CITY mailing list, otherwise, your Firm's name will be removed from the CRA/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 CRA Board of Director of the City of Hallandale Beach CRA, Florida and in case of default on the part of the successful Proposer or Firm, after such acceptance, the CRA/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 CRA 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 CRA/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 CRA/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 CRA/CITY also reserves the right to award the contract on such material the CRA/CITY deems will best serve its interests.

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

The Executive Director/City Manager shall have the authority to recommend to the board of directors/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 Board of Directors/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 executive director/city manager shall have the authority to recommend to the board of directors/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 CRA/City shall not be liable for any costs incurred by proposers in response to the RFP.

20. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall



affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CRA/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. PROTEST PROCEDURES:

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

- (1) Time for Protest



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

(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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

(4) Costs - All costs accrued from a protest shall be assumed by the protestor.

(5) Authority to resolve protests

The Procurement Director shall have the authority, subject to the approval of the City Manager 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. QUALIFICATIONS OF PROPOSER:

Proposals shall be considered only from Firms normally engaged in performing the type of work specified within the RFP Project Document. The Firm proposing must have adequate organization, facilities, equipment, and personnel to ensure



prompt and efficient service to the CRA/City. In determining a Proposer's responsibility and ability to perform the contract, the CRA/City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The CRA/City has the right to conduct further investigation of the Firm's responsibility. The unreasonable failure of Proposer or Firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such Proposer or Firm.

23. CONFLICT OF INTEREST

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

24. 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.

25. 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](#).



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 RFP. 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 percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above. Exact type of service, or direct labor or a bona fide service that Local Vendor will provide to the project.

Tier 1 LVP:

A Tier 1 "Local City of Hallandale Beach Vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid Business Tax 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 CRA/City contract.

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