CITY OF HALLANDALE BEACH
400 SOUTH FEDERAL HIGHWAY
HALLANDALE BEACH, FL 33009
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Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

REQUEST FOR PROPOSALS
(RFP) # FY 2018-2019-012

CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AND OTHER SERVICES

RFP DOCUMENT RELEASED	**AUGUST 9, 2019**
NON-MANDATORY PRE-PROPOSAL CONFERENCE	**AUGUST 22, 2019 @ 11:00 A.M.**
QUESTIONS DUE	**SEPTEMBER 2, 2019 @ 11:00 A.M.**
RFP DEADLINE FOR RECEIPT OF PROPOSALS	**SEPTEMBER 13, 2019 @ 11:00 A.M.**
SUBMIT TO:	**CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – SUITE 204 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009**
THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM	

PREPARED BY:
CITY OF HALLANDALE BEACH
CITY MANAGER'S OFFICE
AND
PROCUREMENT DEPARTMENT

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SCOPE OF WORK

PURPOSE:

FLORIDA STATUTE 287.055 (CCNA):

In accordance with Florida Statutes, Chapter 287, Section 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Hallandale Beach "City" is seeking proposals from all interested, experienced and qualified Firms to provide Continuing Professional Architectural and Engineering Consulting Services for City operations. Any professional services awarded through this RFP will be for Projects that do not exceed the thresholds set in Florida State Statute 287.055, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

Proposing Firm(s) will be required to perform at least 51% of all work/services being requested in this RFP and through all awarded Projects.

NON-CCNA SERVICES:

In addition, the City is requesting services through this RFP which are not covered by Florida Statute 287.055. Firms are able to propose for such services, see Exhibit A – Discipline Form and Disciplines.

The City's potential Projects may include, and are not limited to, streetscape improvements, Capital Projects, building and open space design, utility and infrastructure improvements, façade improvements as well as, other Projects on an as needed basis.

The services through this RFP are not for the purpose of hiring architects and engineers to serve as staff for the City.

The services awarded through this RFP will be utilized by the City, as well as, the Community Redevelopment Agency (CRA).

AWARD OF CONTRACTS:

The City Manager and the CRA Executive Director will recommend award of contract(s) to the City Commission and Board of Directors in the City's/CRA's best interest for each discipline.

RFP DOCUMENTS:

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

1. RFP document

2. Exhibit A – Discipline Form

   - Form must be completed and returned with Firm's response. Awarded Firm will be awarded by Disciplines proposed.

   - Proposing Firm(s) will be required to perform at least 51% of all work/services being requested in this RFP.

3. Exhibit B – Hourly Billing Rates For Task Orders
   Note: This form will be requested only from awarded Firms after contract awards have been made based on qualifications. This form must not be returned with Firm's proposal

   - Exhibit B – Hourly Billings Form will be a part of the awarded Firm's agreement and will be utilized for the term of the agreement by Project Manager's when verifying Work Authorization costs and invoices. After award of Contract the Procurement Department will contact the awarded Firm for submittal of Exhibit B.

4. Exhibit C – Work Authorization
   Note: This form will be requested only from awarded Firms after contract awards have been made base on qualifications. This form must not be returned with Firm's proposal.

   - After the City Commission has awarded contracts through resolutions, the Project Manager will contact the awarded Firm to provide a Cost Proposal for each Project. Once the cost proposal has been accepted by the Project Manager, he/she will route the Work Authorization for approval and execution and approval.

   - The Firm receiving the Work Authorization will have five (5) business days to return the completed Work Authorization to the Project Manager via email.

   - The Work Authorization must include all costs for the Project utilizing a Fee Worksheet with hours and fees per Exhibit B - Hourly Billing Rates for Task Orders. The Cost Proposal must include a narrative schedule of deliverables and a summary of compensation which could be through an excel worksheet.

   - The costs for the Project must include all meetings and all costs required for the Project.

Firms will not be limited to one (1) professional service Discipline. Respondents must designate which Discipline is being proposed, see and complete Exhibit A - Discipline Form. Each awarded Firm will enter into a multi-year Contract with the City.

THE SERVICES TO BE PROVIDED ARE AS FOLLOWS:

a. Study Activities shall mean professional services involving research, investigation and/or evaluation which result in the presentation of findings, recommendations and/or general plan for resolving problems or needs, however, it will not involve the preparation of specific project designs, plans, specifications or other documents that would be used in obtaining price proposals or awarding construction Contracts.

b. Continuing Contracts shall mean a contract for professional services for Projects for which construction Contracts will not exceed the thresholds set in Florida State Statute 287.055 (2) (g) or for work of a specified nature as outlined in the Agreement with the City.

c. Other services not covered by Florida Statute 287.055.

Task Authorization for Services and/or Projects will be awarded to the Firm that possesses a particular skill and/or experience that would be required for the completion of a specific task/Project, as determined in the sole discretion of the City and CRA.

PROCESS FOR AWARD OF PROJECT:

1. Award of a Contract to a Firm does not guarantee any future work to be awarded. The best suited Firm within the required Discipline, as determined by the City, for a particular task or Project will be selected. In the event a Firm is selected for a specific Project, the selected Firm will be required to negotiate an agreement based on the rates negotiated on Exhibit B - Hourly Billing Rates For Task Orders. Depending on the type of Project, City Commission approval by resolution may be required. The City Manager or designee will be the Contract Administrator for each Project. The Contract Administrator will request a scope of services for each task assignment through Exhibit C – Work Authorization, upon which the selected Firm(s) will submit a proposal.

2. After contract awards, the City will require for each Project that the awarded Firm provide the cost through Exhibit C – Work Authorization.

SERVICES AND RESPONSIBILITIES:

- Architectural Services
- Engineering Services
- Landscape Architectural Services
- Civil Engineering Services

- Environmental Engineering Services
- Mechanical Engineering Services
- Plumbing Engineering Services
- Electrical Engineering Services
- Geotechnical Services
- Material Testing Services
- Water Resources/Stormwater Design/Wastewater Engineering
- Transportation Consulting Services/Traffic Engineering Services
- Surveying Services
- Construction – Project Management Services
- Planning-General Services
- Planning and Urban Design Services
- Façade Improvement Services

DISCIPLINES:

1. After the City Commission has awarded contracts through resolution, the Project Manager will contact the awarded Firm to provide a written Cost Proposal for each Project. The cost and scope may be negotiated pursuant to Florida's "Sunshine Laws." Once the cost proposal has been accepted by the Project Manager, he/she will route the Work Authorization for approval and execution.

2. The Firm receiving the Work Authorization will have five (5) business days to return the completed Work Authorization to the Project Manager via email.

3. The Work Authorization must include all costs for the Project utilizing a Fee Worksheet with hours and fees per Exhibit B - Hourly Billing Rates for Tasks Orders. The Cost Proposal must include a narrative schedule of deliverables and a summary of compensation which could be through an excel worksheet.

4. The costs for the Project must include all meetings and all costs required for the Project.

5. The draft work authorization form attached hereto is provided for informational purposes only and is subject to change at the sole discretion of the CITY.

Following find the disciplines this RFP is requesting proposing Firms provide responses for.

1. Architectural Services

   "Architecture" means the rendering or offering to render services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding

such structures. These services include planning, providing preliminary study designs, drawings and specifications, job-site inspection, and administration of construction contracts. Florida State Statute 481.203(6).

a. Provide complete construction drawings and specifications for buildings, building additions, renovations, and other Projects.

b. Provide comprehensive professional architectural services for the Project and other Disciplines if Project requires and shall include, mechanical, electrical, fire protection, telecommunications, interior design, landscape, irrigation, civil, structural, United States Green Building Council Leadership in Energy and Environmental Design (LEED) among others to complete the Project identified.

c. Prepare preliminary conceptual design to develop construction documents and specifications. Progress reviews shall be required at the 30%, 60%, 90% and 100% design stage for review and approval by City/CRA staff.

d. Provide inspections and plan reviews.

e. Cost estimates for work must be provided.

f. Select, retain and supervise LEED consultant (if applicable) during the design phase to assure silver certification, to include but not be limited to preparation and submittal of applications, registration, development of LEED specification book, record keeping, moderation and coordination meetings, tracking credits, LEED commissioning, energy modeling and coordination of appeals for denied credits if necessary.

g. Prepare and submit signed and sealed construction drawings to the City of Hallandale Beach Building Division and all other applicable agencies for review and make any revisions required for the issuance of a building permit.

h. Upon the completion of the 90% submittal, the Consultant shall provide a detailed final cost estimate.

i. Bid services to include review of and creation of Bid package, addressing Request for Information (RFI), and assisting with addenda as necessary.

j. Drawings shall be delivered in AutoCAD's latest version and a reproducible hard copy and/or diskette or USB drive in requested format will be provided to the City and the specifications must be delivered in Microsoft word format and Portable Document Format (PDF).

k. Preliminary cost estimate.

l. Provide construction administration if requested by City/CRA.

m. Provide drawings and specifications for additions, and/or renovations.

n. Attend meetings with City/CRA staff and presentations to City Commission/Board of Directors.

o. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City.

p. Grant assistants and writing.

q. Provide 3-D renderings of projects in hard and electronic copy and in format useable to the City for the creation of its 3-D database.

2. Engineering Services

a. Provide designs
b. Provide inspections and plan reviews
c. Attend meetings with City/CRA staff and presentations to City Commission/Board of Directors.
d. Cost estimates for work must be provided.

3. Landscape Architectural Services

"Landscape Architecture" means professional services, provided by a Landscape Architect registered/licensed in the State of Florida, including, but not limited to, the following: (a) Consultation, investigation, research, planning, design, preparation of drawings, specifications, contract documents and reports, responsible construction supervision, or landscape management in connection with the planning and development of land and incidental water areas, including the use of Florida-friendly landscaping as defined in s. 373.185, where, and to the extent that, the dominant purpose of such services or creative works is the preservation, conservation, enhancement, or determination of proper land uses, natural land features, ground cover and plantings, or naturalistic and aesthetic values; (b) The determination of settings, grounds, and approaches for and the siting of buildings and structures, outdoor areas, or other improvements; (c) the setting of grades, shaping and contouring of land and water forms, determination of drainage, and provision for storm drainage and irrigation systems where such systems are necessary to

the purposes outlined herein; and (d) The design of such tangible objects and features as are necessary to the purpose outlined herein. Florida State Statute 481.303.

a. Provide complete construction drawings and specifications for landscaping architectural projects and services two million and under in construction costs.

b. Provide comprehensive professional Landscape Architectural Services for the Project and other Disciplines if Project requires and shall include, Site master planning, analysis and design, Urban design plans/concept diagrams, Open space planning, analysis and design, Community planning, analysis and design, Natural resource planning, analysis and design, Design guidelines, Streetscape planning, analysis and design, Feasibility analysis, Peer review analysis, Renderings/Modeling, Park Design, Median Design, street light design, traffic calming design, drainage design, parking design, biowaste design and Local plants.

c. Cost estimates for work must be provided.

d. Assist in preparation of construction documents and specifications. Progress reviews shall be required at the 30%, 60%, 90%, and 100% design stage for review and approval by City/CRA staff.

e. Upon completion of the 90% submittal, the Consultant shall provide a detailed final cost estimate.

f. Cost estimates for work must be provided.

g. Bid services to include review of and creation of Bid package, addressing Request for Information (RFI), and assisting with addenda as necessary.

h. Attend meetings with City/CRA staff and presentations to City Commission/Board of Directors.

i. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City/CRA.

j. Provide inspections and plan reviews.

k. Select, retain and supervise LEED consultant (if applicable) during the design phase to assure silver certification, to include but not be limited to preparation and submittal of applications, registration, development of LEED specification book, record keeping, moderation and coordination meetings, tracking credits, LEED

commissioning, energy modeling and coordination of appeals for denied credits if necessary.

l. Provide construction administration as requested by City/CRA.

m. Grant assistants and writing.

n. Provide 3-D renderings of projects in hard and electronic copy and in format useable to the City for the creation of its 3-D database.

4. Civil Engineering Services

a. Provide designs, construction plans and specifications for complete site improvements for City facilities and for improvements in the public right –of-way. This category covers Water and Sewer projects. It is inclusive of other Disciplines as may be necessary.

b. Provide studies and assessments; Surveying, General: Structural Engineering to include bridges; Storm water Engineering to include culverts, open channels, parking garage design, drainage, pump stations, well injections; GIS; Environmental Evaluation; Brownfield Designation; Project Management; Aquatic Engineering services for both renovation and new construction; Transportation to include Road Design; Traffic Study; Bridge (e.g. pedestrian bridges, vehicular two way lane); Street Light Design; Geotechnical (sub-surface soil investigation, hydraulic conductivity, piles driving); Water and Sewer.

c. Provide inspections and plan reviews.

d. Provide the designs and construction documents for environmental Projects. Apply process and obtain permits from various environmental regulatory agencies, i.e. United States Environmental Protection Agency (USEPA), Miami-Dade County Department of Environmental Resources Management (DERM), Broward County Environmental Protection and Growth Management, Hazard Ranking System (HRS), Florida Department of Health (DOH), and Florida Department of Environmental Protection (FDEP) for City Projects.

e. Cost estimates for work must be provided.

f. Provide 3-D renderings of projects in hard and electronic copy and in format useable to the City for the creation of its 3-D database.

g. Roadway Design: Detailed engineering for the construction of roadways within State, County or Local rights-of-way and similar facilities. These services may include any aspect of the following:

i. Project programming and preparation of conceptual designs.

ii. Preparation of construction contract drawings and specifications complying with the requirements of the authorities having jurisdiction.

iii. Development of schedules for design and construction.

iv. Preparation of estimated quantities, costs and Bid forms.

v. Construction support services.

vi. Sanitary and Storm Water Pump Station Evaluation and Design.

vii. Reports and Analysis for compliance reports to United States Environmental Protection Agency (USEPA), Florida Department of Environmental Protection (FDEP), Miami-Dade County Department of Environmental Resources Management (DERM), Broward County Environmental Protection and Growth Management.

viii. Environmental assessments and testing.

ix. Water Distribution / Sanitary Sewer and Storm Water System Master Planning.

x. Grant assistants and writing.

xi. Project Management.

xii. Evaluation of Bids as compared to Project budget.

xiii. Respond to Request for Information (RFIs) and assistant with addenda as necessary.

xiv. Attend meetings with City/CRA staff and prepare and provide presentations to City Commission/Board of Directors.

xv. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City.

5. Environmental Engineering Services

   a. Provide designs, construction plans and specifications for complete site improvements for City facilities and for improvements in the public right –of-way. This category covers Water and Sewer projects. It is inclusive of other Disciplines as may be necessary.

   b. Landfill closures and operation

   c. Site Remediation (groundwater remediation systems, deep injection wells)

   d. Environmental cleanups

   e. Gas monitoring

   f. Brownfield site management
   g. Lakefill permitting
   h. Wetland preservation
   i. Project programming and preparation of conceptual designs
   j. Preparation of construction contract drawings and specifications complying with the requirements of the authorities having jurisdiction
   k. Development of schedules for design and construction
   l. Preparation of estimated quantities, costs and Bid forms
   m. Construction support services
   n. Reports and Analysis for compliance reports to United States Environmental Protection Agency (USEPA), Florida Department of Environmental Protection (FDEP), Miami-Dade County Department of Environmental Resources Management (DERM) and South Florida Water Management District (SFWMD), and others.
   o. Environmental assessments and testing
   p. Project Management
   q. Evaluation of Bids as compared to project budget
   r. Respond to Request for Information (RFIs)
   s. Attend meetings with City staff and presentations to City Commission/ Board of Directors
   t. Provide studies and assessments; Surveying, General: Structural Engineering to include bridges; Storm water Engineering to include culverts, open channels, drainage, pump stations, well injections; Geographic Information System (GIS); Environmental Evaluation; Brownfield Designation; Project Management; Aquatic

Engineering services for both renovation and new construction; Transportation to include Road Design; Traffic Study; Bridge (e.g. pedestrian bridges, vehicular two way lane); Street Light Design; Geotechnical (sub-surface soil investigation, hydraulic conductivity, piles driving); Water and Sewer.

u. Provide inspections and plan reviews.

v. Cost estimates for work must be provided.

w. Provide the designs and construction documents for environmental Projects. Apply process and obtain permits from various environmental regulatory agencies, i.e. United States Environmental Protection Agency (USEPA), Miami-Dade County Department of Environmental Resources Management (DERM), Broward County Environmental Protection and Growth Management, Hazard Ranking System (HRS), Florida Department of Health (DOH), and Florida Department of Environmental Protection (FDEP) for City Projects.

x. Provide 3-D renderings of projects in hard and electronic copy and in format useable to the City for the creation of its 3-D database.

6. <u>Mechanical Engineering Services</u>

a. Provide comprehensive professional Mechanical Engineering Services for the Project and other Disciplines if Project requires and shall include, Heating, Ventilation, and Air Conditioning (HVAC) planning and improvements, mechanical, electrical improvements/protections, plumbing and fire protection improvements.

b. Preliminary cost estimates

c. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City.

d. Attend meetings with City/CRA staff and presentations to City Commission/Board of Directors.

e. Cost estimates for work must be provided.

f. Provide 3-D renderings of projects in hard and electronic copy and in format useable to the City for the creation of its 3-D database.

7. Plumbing Engineering Services

   a. Provide comprehensive professional Plumbing Engineering Services for the Project and other Disciplines if Project requires and shall include plumbing and fire protection improvements.

   b. Preliminary cost estimates

   c. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City.

   d. Attend meetings with City/CRA staff and presentations to City Commission/Board of Directors.

   e. Cost estimates for work must be provided.

   f. Provide 3-D renderings of projects in hard and electronic copy and in format useable to the City for the creation of its 3-D database.

8. Electrical Engineering Services

   a. Provide comprehensive professional Electrical Engineering Services for the Project and other Disciplines if Project requires and shall include Heating, Ventilation, and Air Conditioning (HVAC) planning and improvements, electrical improvements/protections.

   b. Preliminary cost estimates
   c. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City.

   d. Attend meetings with City/CRA staff and presentations to City Commission/Board of Directors.

   e. Cost estimates for work must be provided.

   f. Provide 3-D renderings of projects in hard and electronic copy and in format useable to the City for the creation of its 3-D database.

9. Geotechnical Services

   a. Geotechnical Exploration and Testing
   b. Soils and Soil Bearing Testing
   c. Penetration Testing
   d. Compaction Testing
   e. Auger Cast Piling Testing
   f. Piling Observation/Testing
   g. Concrete Testing
   h. Slab Testing
   i. Asphalt/Pavement Testing
   j. Fill Placement Testing
   k. Field Density Testing
   l. Engineering Services
   m. Rock Bearing Tests
   n. Threshold Inspection Services
   o. Field Exploration
   p. Laboratory Testing
   q. Analysis and Reports
   r. Plans Review
   s. Post Construction Services
   t. Other Laboratory Construction Testing for Infrastructure and/or Building projects
   u. Evaluation of Bids as compared to project budget
   v. Project Management
   w. Respond to Request for Information (RFI)
   x. Attend meetings with City/CRA staff and presentations to City Commission/Board of Directors.
   y. Cost estimates for work must be provided.

10. Material Testing Services

   a. Chemical Analysis
   b. Mechanical Testing
   c. Fracture and Fatigue Testing
   d. Metallurgical Testing
   e. Corrosion Testing
   f. RoHS Testing
   g. Heat Treatment of Specimens and Welds for Capability Testing and Analysis
   h. Cost estimates for work must be provided.

11. Water Resources/Stormwater Design/Wastewater Engineering

a. Water Plant design
b. Water distribution and sanitary sewer system designs
c. Wastewater System Plan and Program Development (sewer overflow response plan, information management system program, GIS implementation, sewer system asset management program, gravity sewer system O&M program, pump station O&M and assessment/rehabilitation program, force main O&M and assessment/rehabilitation program, force main criticality assessment and prioritization program, force main rehabilitation and replacement program, capacity, management O&M program (CMOM))
d. Project programming / Conceptual design
e. Preparation of water distribution models
f. Preparation of sanitary sewer system models
g. Preparation of stormwater models
h. Groundwater modeling
i. Raw water well analysis
j. Raw water pump station analysis
k. Preparation of construction contract drawings and specifications complying with the requirements of the authorities having jurisdiction
l. NPDES permitting
m. Floodplain management
n. Design of stormwater systems
o. Development of schedules for design and construction
p. Preparation of estimated quantities, costs and bid forms
q. Construction support services
r. Evaluation of bids as compared to project budget
s. Sanitary Sewer Pump Station Evaluation and Design
t. Project Management
u. Detailed engineering for modifications to or construction of water control structures, canals, pump stations and similar facilities
v. Respond to RFIs
w. Attend meetings with City staff and presentations to City Council

12. Transportation Consulting Services/Traffic Engineering Services

a. Provide consulting services, including reports, studies, coordination with community organizations, construction plans and specifications, estimating and project management.

b. Expertise and experience in traffic engineering, transportation planning, street and highway design, traffic calming design, transit planning, traffic studies, general engineering, coordination with the Broward County Transit, Metropolitan Planning Organization (MPO), the County, and planning capabilities.

c. Attend meetings with City /CRA staff and presentations to City Commission/Board of Directors.

d. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City/CRA.

e. Transportation Planning and Traffic Engineering.

f. Parking Studies.

g. Cost estimates for work must be provided.

13. <u>Surveying Services</u>

"Surveyor and Mapper" includes the term "professional surveyor and mapper" and means a person who is registered to engage in the practice of surveying and mapping under ss. 472.001-472.037. For the purposes of this statute, a surveyor and mapper mean a person who determines and displays the facts of size, shape, topography, tidal datum planes, legal or geodetic location or relation, and orientation of improved or unimproved real property through direct measurement or from certifiable measurement through accepted photogrammetric procedures. Florida State Statute 472.005.

a. Provide Land Surveys i.e. (ALTA/ACSM, Boundary, and Topographic), Hydrographic, Engineering, Mapping, Environmental Planning surveyor, Global Positioning Systems (GPS) satellite surveying and satellite imagery, Geographic Information Systems (GIF).

b. Provide survey on AutoCAD's latest version with copies as a reproducible hard copy, diskette or USB drive of survey in requested formats shall be provided to the City/CRA.

c. Project drawing file must have requested layers labeled or identified. must include an acceptable drawing file formats i.e. (.DWG, .DXF Drawing Interchange File, IGS IGES Interchange File) shall be provided to the City.

d. Cost estimates for work must be provided.

14. Construction – Project Management Services

    a. Provide services as necessary to assist City/CRA with the administration of Contracts and City procedures for the successful completion of City tasks and projects.

    b. Consultant must be familiar with current City/State/Federal/County policies and regulations as they pertain to grants administration, housing requirements, public works codes, and administrative procedures.

    c. Cost estimates for work must be provided.

15. Planning – General Services

    Planning services may not require the acquisition of professionals within the scope of work of Florida Statute 287.055. Planners are able to propose for this RFP see Exhibit B – Hourly Billing Rates For Task Orders.

    a. Provide comprehensive planning /consulting services, including reports, studies, coordination with community organizations, construction plans and specifications, estimating and project management for this project and other Disciplines if Project requires and shall include:

        i. Urban Planning
        ii. Transportation Planning
        iii. Community Redevelopment Agency (CRA) Planning
        iv. Geographic Information Systems Analysis
        v. Demographics/Population Analysis and Research
        vi. Real Estate Research and Economic Analysis
        vii. Economic Development
        viii. Housing and Community Redevelopment Block Grants and Planning
        ix. Urban Design
        x. Parks and Recreational Facilities Planning
        xi. Land Development Code Research and Development
        xii. Building Permit Review and Inspections
        xiii. Zoning Inspections
        xiv. Small Area Studies
        xv. Placemaking
        xvi. Master Planning i.e. (storm water, roadway, sidewalk)

b. Provide preliminary cost estimates.

c. Bid services to include review of and creation of Bid package, addressing Request for Information (RFI), and assisting with addenda as necessary.

d. Provide plans/drawings developed and delivered on AutoCAD's latest version and/or copies of a reproducible hardcopy and diskette and/or Universal Serial Bus (USB) drive of plans/drawings in the requested format shall be provided to the City/CRA.

e. Attend meetings with City/ CRA staff and presentations to City Commission/Board of Directors.

f. Grant assistants and writing.

g. Cost estimates for work must be provided.

h. 3-D visualization in a format determined by the City.

16. Planning and Urban Design Services

Planning services may not require the acquisition of professionals within the scope of work of Florida Statute 287.055. Planners are able to propose for this RFP see Exhibit B – Hourly Billing Rates For Task Orders.

a. The work is defined as planning and urban design of neighborhoods with an emphasis on new urbanism principles and the public process.

b. Services include the design of master plans, housing prototypes and regulations that emphasize human scale, historic context, public open spaces and the pedestrian realm for neighborhoods in the City.

c. The Firm should have the capabilities to perform grant writing for FEMA, County and the State of Florida.

d. Last estimates for work must be provided.

e. The Firm will be expected to provide services to support and conduct a range of general planning tasks. The data analysis and study recommendations produced by the Firm will be used by the City to support the preparation of staff reports, policy, recommendations, workshops for citizens and public officials, and public hearings. Tasks generally include but are not limited to:

i. Comprehensive Planning
ii. Land Development Code Support
iii. Economic Development and Analysis
iv. Research
v. Permit Application Review and Inspections
vi. Transit-Oriented Development
vii. Economic Development/Technical Planning Analysis
viii. Urban Design and Placemaking
ix. Feasibility studies
x. Planning studies for operational facilities
xi. Surveys
xii. Inspections and evaluations
xiii. Collection of data
xiv. Engineering and economic feasibility reports and studies
xv. Cost estimates and economic analysis
xvi. Attend meetings with City/CRA staff and presentations to City Commission/Board of Directors
xvii. Fiscal Impact Analysis
xviii. Intergovernmental Coordination
xix. Small Area Studies/Special Projects
xx. General Planning Research
xxi. Community Outreach and Visioning
xxii. Community Redevelopment Planning
xxiii. Corridor Planning
xxiv. GIS Analysis Mapping and 3-D Animation
xxv. Comprehensive Planning and Evaluation and Appraisal Reports
xxvi. Zoning and Land Development Regulations with an emphasis on Form Based Codes
xxvii. Master Planning
xxviii. Architectural and Urban Designing
xxix. Transportation Planning
xxx. Parking Studies

17. <u>Façade Improvement Services</u>

Façade Improvement Services may not require the acquisition of professionals within the scope of work of Florida Statute 287.055. However, this RFP allows for proposals for these services see Exhibit B – Hourly Billing Rates For Task Orders.

a. Conceptual Design
b. Construction Design
c. 3-D Rendering of projects in hard and electronic copy and in a format useable to the City for the creation of its 3-D database and Visualization
d. Cost Estimates for work must be provided
e. Site Design
f. Bid preparation services to include review of and creation of Bid package, addressing Request for Information (RFI), and assisting with addenda as necessary.
g. Provide drawing and specifications for additions and/or renovations
h. Final Design
i. 2-D Visualization

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 in order for the Firm's response to be considered responsive.

2. **Please read the MQRs to ensure Firm meet these requirements prior to submitting a response to this RFP.**

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

4. Please note that the information for the Projects/Contracts for MQR # 3 must be the same as the Projects/Contracts provided within the Reference Check form.

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

6. The Proposing Firm awarded any contract as a result of this RFP will be required to maintain the Minimum Qualification Requirements (MQR) #1 and #2 during the term of the contract and any contract renewals.

7. All Firm(s) providing work must submit all forms requested in the Forms Section.

Minimum Qualification Requirement (MQR) # 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 **2013** or earlier.

Minimum Qualification Requirement (MQR) # 2: Licenses and Certifications:

An affirmative statement and submission of evidence must be included with the Firm's response indicating that Firms assigned key professional staff possess all licenses and certifications required for the proposed disciplines through Exhibit A – Discipline Form.

Firms must provide copies of all applicable licenses with their proposal response.

Proposing Firms Exhibit A – Discipline Form submittal. Firm must ensure that all disciplines proposing Firm is proposing in Exhibit A must have an accompanying applicable license and certification:

2a. Engineers:

- State of Florida Engineering license under Florida Statute 471 issued by the State of Florida Department of Business and Professional Regulations. http://www.myfloridalicense.com/dpr/

2b. Architects:

- State of Florida Architecture license under Florida Statute 481 issued by the State of Florida Department of Business and Professional Regulations. http://www.myfloridalicense.com/dpr/

2c. Planning:

- Proposing Firm must be certified and provide a valid copy of Certification from the American Institute of Certified Planners (AICP). https://www.planning.org/customerservice/

2d. LEED:

Proposing Firm must have at least one (1) team member accredited in the United States Green Building Council Leadership in Energy and Environmental Design (LEED). Firm must provide a valid copy of the United States Green Building Council Leadership in Energy and Environmental Design (LEED) certification. https://www.usgbc.org/registration/create-user

Minimum Qualification Requirement (MQR) # 3: Previous Experience:

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

Proposing Firm must have completed three (3) similar services/projects in the Firm's selected disciplines which demonstrates the Firm has sufficient capabilities, resources and experience to provide the requested services outlined in this RFP within the past five (5) years, 2013 thru 2018.

Ensure Firm's response to MQR # 3 addresses similar services/projects related to the scope of work as stated in this RFP that proposing Firm have performed. The Evaluation Committee will be looking for the provision of detailed responses to MQR # 3 addressing proposing Firms have sufficient capabilities, resources and experience to perform the scope of work as outlined in this RFP.

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

Name and Location of Service/Project #1 for Proposing Firm:	
List the type of service/project and Discipline provided:	
Name of entity for which service/project were provided to:	
Updated contact name, phone and email for Project Manager where service/project were provided to:	
Name of the Firm that was awarded the contract for this service/project:	
Date when service/project started:	Month: Year:
Date when service/project was completed:	Month: Year:
a. Provide detailed information about the scope of work proposing Firm provided during this service/project. b. Address in detail how such meets, is similar and addresses the scope of work as required in MQR # 3, as well as, the scope of work required and addressed in this RFP. Provide details.	

Name and Location of Service/Project #2 for Proposing Firm:	
List the type of service/project and Discipline provided:	
Name of entity for which service/project were provided to:	
Updated contact name, phone and email for Project Manager where service/project were provided to:	
Name of the Firm that was awarded the contract for this service/project:	
Date when service/project started:	Month: Year:
Date when service/project was completed:	Month: Year:
a. Provide detailed information about the scope of work proposing Firm provided during this service/project. b. Address in detail how such meets, is similar and addresses the scope of work as required in MQR # 3, as well as, the scope of work required and addressed in this RFP. Provide details.	

Name and Location of Service/Project #3 for Proposing Firm:	
List the type of service/project and Discipline provided:	
Name of entity for which service/project were provided to:	
Updated contact name, phone and email for Project Manager where service/project were provided to:	
Name of the Firm that was awarded the contract for this service/project:	
Date when service/project started:	Month: Year:
Date when service/project was completed:	Month: Year:
a. Provide detailed information about the scope of work proposing Firm provided during this service/project. b. Address in detail how such meets, is similar and addresses the scope of work as required in MQR # 3, as well as, the scope of work required and addressed in this RFP. Provide details.	

BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH

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

The City provides the following services to its residents:

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

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

DEFINITIONS

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

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

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

"City's Contract Administrator" means the City's representative duly authorized by the City Commission and/or City Manager, to provide direction to the Consultant regarding services provided pursuant to this RFP and the Contract.

"City's/CRA Project Manager" means the City's/CRA representative duly authorized by the City Manager/CRA Executive Director to provide direction to the Contractor 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 City and the Successful Proposer/Contractor.

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

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

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

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

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 five (5) years. The City expects to award multiple Agreements as a result of this RFP and foresees that all of the Performance Agreements will commence and end at the same time.

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

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

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

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

CONFLICT OF INTEREST

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship on the Conflict of Interest Notification Requirement Questionnaire provided in the Form's Section. Pursuant to the City of Hallandale Beach Standards of Ethics, any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

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

EVALUATION PROCESS AND CRITERIA

Process

The Firm's proposal must address all points outlined in the specifications of this RFP. The proposal must provide clear and concise information of the proposer's capability to satisfy the requirements of the RFP being proposed on Exhibit A – Discipline. The substance of the proposals will carry more weight than their form or manner of presentation.

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

Criteria

NUMBER	EVALUATION CRITERIA	MAXIMUM POTENTIAL POINTS
1.	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. Firm's submission will be disqualified. The Firm is responsible for providing the information in its response.	Ensure Firm provides all the MQRs within Firm's submittal.
2.	Firm's Qualifications and Experience	20
3.	Project Team's Experience/Qualifications	15
4.	Past Performance – References	20
5.	Approach to the Project	20
6.	Location of Firm and Ability to Respond in a Timely Manner	7.5
7.	Firms approach to Project Management	15
8.	Florida Statute 287.055 Section 2. (d) Minority Business Enterprise Certification if a proposing Firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and the Firm submits proof of a valid certification from the Florida Department of Management Services Office of Supplier Diversity, this Firm will receive two point five (2.5) points for this criterion. The submitted certification will be validated using the Certified Vendor Directory from the Office of Supplier Diversity website, https://osd.dms.myflorida.com/directories .	2.5
	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's 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, as well as, all proposed sub-consultants named in Exhibit A – Discipline Form. 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 Content

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 City Commission awards a contract as a result of this RFP.

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

a. 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, list of sub-consultants, responsibilities of the team, and a summary of the proposed services. This section should highlight aspects of the proposal which makes it superior or unique in addressing the needs of the City.

5. Minimum Qualification Requirements (MQRS)

a. This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet in order for the Firm's response to be considered responsive.

b. Proposing Firm named in Exhibit A – Discipline Form must submit all Minimum Qualification Requirements (MQRs) requested in MQRs section.

c. **Please read the MQRs to ensure Firm meet these requirements prior to submitting a response to this RFP.**

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

e. Please note that the information for the Projects/Contracts for MQR # 3 must be the same as the Projects/Contracts provided within the Reference Check form.

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

g. The Proposing Firm awarded any contract as a result of this RFP will be required to maintain the Minimum Qualification Requirements (MQR) #1 and #2 during the term of the contract and any contract renewals.

h. All Firm(s) providing work must submit all forms requested in the Forms Section.

6. Required Forms:

Proposing Firm 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. Confidentiality Form
k. Request to Withdraw Proposal Form
l. Reference Check Form – (Three (3) completed and signed by reference)
m. Addenda
n. Exhibit A – Discipline Form

7. Firm's Qualifications and Experience

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

i. Experience with providing the proposed disciplines service as outlined in the RFP.
ii. Organization, size and experience.

iii. Describe in detail the clients for which the types of services stated in this RFP have been provided.
iv. Address in detail the Firm's areas of expertise as it relates to the scope of work addressed in this RFP.
v. Approximate number of staff assigned that will be available to provide the service(s) as requested.
vi. Unique qualifications that the Firm has to provide the services.
vii. Other matters that the proposing Firm feels would assist the City to determine the experience and qualifications.

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

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

d. Describe Firm's experience with green building practices and identify any United States Green Building Council Leadership in Energy and Environmental Design (LEED) approved projects Firm has completed or is in progress of completing and the number of local office staff with a LEED AP certification.

8. <u>Project Team's Experience/Qualifications</u>

a. Provide a list of the proposed personnel and their qualifications. A resume of key management personnel, including education, experience, and any other pertinent information shall be included for each member.

b. Provide the name of the person who will be assigned to the City as the principal point of contact and having authorization to make representations and agreements on behalf of the Firm.

c. Provide a table of organization setting forth the positions, functions, and roles to be performed by key staff and sub-consultants.

d. Provide affirmative statement indicating Firm's assigned professional staff possess all licenses and certifications required.

9. Past Performance -References

a. Proposer(s) responding to this RFP must provide three (3) completed, signed and verifiable references for Projects/Contracts of similar scope as outlined in this RFP.

b. Please note that the information for the Projects/Contracts for MQR # 3 must be the same as the Projects/Contracts provided within the Reference Check Form.

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

d. If the reference is not available or unable to respond within two (2) business days from email request, this will cause your Firm to lose points awarded for this criterion. Therefore, please make sure that the references listed in your Firm's response are aware that they will be receiving a confirmation/verification of reference email from the City of Hallandale Beach to confirm the reference which was submitted with Firm's proposal response.

10. Approach to the Project

a. Describe for each Discipline the Firm is applying for, through Exhibit A – Discipline Form, the Firm's understanding and strengths in designing and providing the types of projects /services for each of the proposed disciplines:

i. Architectural Services

1. Community Centers
2. Parking Garages

ii. Engineering Services

1. Provide designs
2. Provide inspections and plan reviews

iii. Landscape Architectural Services

1. Site master planning
2. Urban design plans
3. Park design
4. Median design

iv. Civil Engineering Services
    1. Drainage System Designs
    2. Force Main Analysis
    3. Storm water

v. Environmental Engineering Services
    1. Building Renovation Planning
    2. Retrofit/Improvements

vi. Mechanical Engineering Services
    1. Building Renovation Planning
    2. Retrofit/Improvements

vii. Plumbing Engineering Services
    1. Building Renovation Planning
    2. Retrofit/Improvements

viii. Electrical Engineering Services
    1. Building Renovation Planning
    2. Retrofit/Improvements

ix. Geotechnical Services
    1. Asphalt/Pavement Testing
    2. Field Density Testing

x. Material Testing Services
    1. Rock bearing Testing
    2. Concrete Testing

xi. Water Resources/Stormwater Design/Wastewater Engineering
    1. Water Plant design
    2. Water distribution and sanitary sewer system designs
    3. Wastewater System Plan and Program Development (sewer overflow response plan, information management system program, GIS implementation, sewer system asset management program, gravity sewer system O&M program, pump station O&M and assessment/rehabilitation program, force main O&M and assessment/rehabilitation program, force main criticality assessment and prioritization program, force main rehabilitation

and replacement program, capacity, management O&M program (CMOM))

4. Preparation of modwater distribution models
5. Preparation of sanitary sewer system models
6. Preparation of stormwater models
7. Raw water pump station and well analysis

xii. Transportation Consulting Services/Traffic Engineering Services

1. Traffic Studies
2. Parking Studies

xiii. Surveying Services

1. Land Surveys
2. Mapping

xiv. Construction Project Management Services

1. Professional on-site Management
2. General conditions and contract requirements
3. Contract administration and management

xv. Planning - General Services

1. Architectural and Urban Designing
2. Comprehensive Plan and Evaluation and Appraisal Report (EAR) Based Amendments
3. Corridor Plans
4. Roadway Design
5. Traffic Calming Studies

xvi. Planning Urban Design Services

1. Design of master plans
2. Data Analysis
3. Comprehensive Plan
4. Community Outreach and Visioning
5. Parking Studies

xvii. Façade Improvement Services

a. Describe for each Discipline the Firm is applying for, through Exhibit A – Discipline Form, The Firm's understanding and strengths in designing and providing the types of project/services for each of the proposed disciplines:

1. Building Design
2. Streetscape Design
3. Façade Improvements
4. 3-D Renderings
5. Plan Renderings and Graphics
6. 2-D Visualization

b. Discuss in detail how the Firm will approach each Project including, but not limited to, completing Exhibit C – Work Authorization, staffing, proposed schedules, performance benchmarks and plans.

c. Describe the Firm's commitment to sustainability and how it intends to promote sustainability in Projects assigned by the City/CRA.

10. Location of Firm and Ability to Respond in a Timely Manner

a. Provide the location of the Firm which will be performing 51% of all work requested in the RFP.

b. After award of contracts, the City will require for each Project the Firm to provide the cost on Exhibit C – Work Authorization. Discuss and demonstrate Firm's ability to accurately provide City's request through Exhibit C – Work Authorization for each Project.

c. Discuss Firm's ability to timely provide Exhibit C – Work Authorization for each Project.

11. Firm's Approach to Project Management:

a. The specific Projects requiring services have not yet been identified. However, in general, explain the Firms approach in meeting Project specific time requirements and indicate whether the Firm is committed to meeting these requirements.

b. Firm must detail approach to be utilized in managing Projects, including, but not limited to, connection with other governmental agencies and utility companies.

12. **Florida Statute 287.055 Section 2. (d) Certified Minority Business Enterprise Certification:**

In accordance with Florida Statute 287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties; Section 2. (d): if a proposing Firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and the Firm submits proof of a valid certification from the Florida Department of Management Services Office of Supplier Diversity, this Firm will receive two point five (2.5) points for this criterion. The submitted certification will be validated using the Certified Vendor Directory from the Office of Supplier Diversity website, https://osd.dms.myflorida.com/directories .

Firms must provide a copy of the Certificate with submission if proposing for disciplines which require licenses per Florida Statute 287.055.

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, clarify, 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 Proposal (RFP) document which may be obtained online at www.cohb.org/solicitations.

SUBMITTAL DUE DATE

RESPONSES ARE DUE: SEPTEMBER 13, 2019 NO LATER THAN 11:00 AM.

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

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
PLACE THE NAME OF FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2018-2019-012
CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)
CONTINUING PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES AND OTHERS

LATE PROPOSALS WILL NOT BE ACCEPTED

NON-MANDATORY PRE-PROPOSAL CONFERENCE

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

The Procurement Department strongly urges that Firms attend the Pre-Proposal Conference as a tool to be successful in responding to the City's projects.

Non-Mandatory Pre-Proposal Conference is being held **August 22, 2019 at 11:00 a.m.**, City of Hallandale Beach, City Commission Chambers, 400 S. Federal Highway, Hallandale Beach, FL 33009.

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

Special Accommodations

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-1340, at least five (5) working days prior to the event. If you are hearing or

speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

Americans with Disabilities Act (ADA). The City complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the Office of the City Clerk at (954) 457-1340 of such need.

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

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 **September 2, 2019 at 11:00 a.m.**

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	**AUGUST 9, 2019**
NON-MANDATORY PRE-PROPOSAL CONFERENCE	**AUGUST 22, 2019** **11:00 A.M.** CITY COMMISSION CHAMBERS
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN **SEPTEMBER 2, 2019** **BY NO LATER THAN** **11:00 A.M**.
RFP DEADLINE FOR RECEIPT OF PROPOSALS	**SEPTEMBER 13, 2019** **BY NO LATER THAN 11:00 A.M.**
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL PRESENTATIONS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

FORMS SECTION

Proposing Firm 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. Confidentiality Form
k. Request to Withdraw Proposal Form
l. Reference Check Form – (Three (3) completed and signed by reference)
m. Addenda
n. Exhibit A – Discipline Form

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

_____HAVE RECEIVED THE RFP
(COMPANY NAME)

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

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ( )	
EMAIL ADDRESS:	
RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:	
CITY OF HALLANDALE BEACH	
PROCUREMENT DEPARTMENT	
400 SOUTH FEDERAL HIGHWAY, ROOM 242	
HALLANDALE BEACH, FL 33009	
TITLED: RFP # FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AND OTHER SERVICES	

THIS PROPOSAL SUBMITTED BY:

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

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

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

VARIANCE FORM

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

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

If Firm has no Variances, please state "None" below. This form must be provided back in Firm's response.

LEGAL PROCEEDINGS FORM

Proposing Firm must provide items a-d with response. **Provide all applicable documents per category checked as an attachment.** Firm must ensure response is addressing by title for each item a-d below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

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

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

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

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

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

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

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

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

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

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

I, _____, _____
Name of Authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

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

_____ _____
Signature of Authorized Officer per Sunbiz Print Name of Authorized Officer per Sunbiz

PUBLIC ENTITY CRIME FORM

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

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

By: _____

Title: _____

Signed and Sealed_____day of _____, 2019

Domestic Partnership Certification Form

This form must be completed and submitted with Firm's submittal.

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

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

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

Check only one box below:

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

☐ **2.** The Firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**

- ☐ The Firm's price for the contract term awarded is $50,000 or less.
- ☐ The Firm employs less than five (5) employees.
- ☐ The Firm does not provide benefits to employees' spouses nor spouse's dependents.
- ☐ The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- ☐ The Firm is a government entity.
- ☐ The contract is for the sale or lease of property.
- ☐ The covered contract is necessary to respond to an emergency.

☐ The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, _____, _____
Name of Authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

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

_____ _____
Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____DAY OF

_____, 20__ BY_____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

_____
(type of ID)

_____ _____
Signature of Notary Commission expires

_____
Print Name of Notary Public

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

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

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

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

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

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

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

_____ _____
Signature of person/Firm Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through I implementation of this section.

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

DATE:			BIDDER'S SIGNAURE:

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

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

By: _____
Signature of Authorized Officer per Sunbiz

_____
Print Name of Authorized Officer per Sunbiz

_____
Title of Authorized Officer per Sunbiz

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

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____

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

CONFIDENTIALITY FORM

Sealed bids/proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Chapter 119, Florida Statutes. The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, *RFP Number and Name* - Confidential Material".

The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

Proposer should take special note of this as it relates to proprietary information that might be included in this solicitation.

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

of _____
Name of Firm as it appears on Sunbiz and/or legal documentation hereby, attest that I have the authority to sign this notarized certification and certify that the Firm complies with the above requirements.

_____ _____
Signature Title

REQUEST TO WITHDRAW PROPOSAL FORM

Requests to withdraw proposal will be considered if received by the City, via email to csmith@cohb.org before deadline for receipt of proposals.

This form must be provided back via email to csmith@cohb.org before deadline for receipt of proposals

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

of _____
Name of Firm as it appears on Sunbiz and/or legal documentation request to withdraw Firm's proposal for **RFP # FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AND OTHER SERVICES.**

_____ _____
Signature Title

Date: _____

Time: _____

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 three (3) verifiable references supporting the experience presented in Minimum Qualification Requirement (MQR) #3 for the proposing Firm.

- Proposing Firm must send to three (3) references and obtain back a completed and signed Reference Check Form for each of proposing Firm's requested three (3) references.

- Proposing Firm must include the requested three (3) completed and signed Reference Check Forms within proposing Firm's proposal submission on the USB drive.

Do not provide more than three (3) references.

- The City will send the references provided a request for confirmation/verification via email within no later than two (2) business days from receipt of proposals.

- If the reference is not available or unable to respond within two (2) business days from email request, this will cause your Firm to lose points awarded for this criterion. Therefore, please make sure that the references listed in your Firm's response are aware that they will be receiving a confirmation/verification of reference email from the City of Hallandale Beach to confirm the reference which was submitted with Firm's proposal response.

REFERENCE CHECK FORM
Please note that the information for the Projects/Contracts must be the same as the Projects/Contracts provided within the Reference Check Form.
RFP # FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AND OTHER SERVICES
FIRM'S NAME:
PROJECT NAME:
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:
NAME(S) OF SUB-CONSULTANT; IF ANY FOR THIS PROJECT:

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

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

1. Was the Firm timely in providing a cost proposal for services.

2. Was this Firm successful in providing the requested services for your organization.

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 your organizations project?

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

5. Provide detail information about the Firm's response time and success at accomplishing the tasks established 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.

7. Provide detail information on the Firm's willingness/success to work to solve project related issues that might fall outside of the scope of work/project outlined.

8. Was the Firm able to keep within the established budget, if not provide why.

9. Describe the Firm overall based on your experience with the project?

10. Did your Firm and the Project Manager work well together?

11. Can you describe any instances in which there were errors in the project as a result of the Firm which had an impact either financially or on the schedule to the City? If so, what was it and how was it rectified.

12. If you had a similar project to undertake in the future, would the Firm be considered to perform the work?

ADDITIONAL COMMENTS:

SIGNATURE: _____ Date: _____

AGREEMENT

PLEASE NOTE:

1. **After the Firms have been awarded a Contract through a Resolution, the City will request Exhibit B - Hourly Billing Rates for Task Orders from the awarded Firms and proceed to negotiate. If negotiations are successful, the Firms will execute the Agreement.**

2. **Throughout the term of the Agreement the City's Project Managers will request a written estimate utilizing the pricing from Exhibit B – Hourly Billing Rates For Task Orders, for tasks/work/projects to be performed. Estimates may be negotiated subject to Florida "Sunshine Law". If accepted the Firm and the City will execute a Work Authorization, Exhibit C, for each project.**

3. **The proposing Firm must list any and all Variances to the RFP, Specifications, the Terms and Conditions, the City's Agreement, the Work Authorization and all Forms and Exhibits on the Variance form.**

4. **After award of an Agreement through City Commission, via the Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variance(s) presented by the Firm are acceptable to the City, the Agreement(s) will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The fully executed Agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Carolyn Allen-Smith, via email csmith@cohb.org within five (5) business days from receipt of the email from the Procurement Department. Failure to provide a duly executed Agreement to the City within five (5) business days from receipt may result in loss of award. Variances requested to either the RFP, the Terms and Conditions, Specifications, the Agreement, the Work Authorization may result in the City rescinding award of Agreement.**

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

_____

(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)

for

_____

RFP # FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AND OTHER SERVICES

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

AND

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

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

ARTICLE 1
DEFINITIONS

"City's Project Manager" means the City's representative duly authorized by the City Manager to provide direction to the Consultant regarding services provided pursuant to the RFP and the Agreement.

"Consultant" means the individual(s) or Firm(s) to whom the award is made and who executes the Agreement and future Work Authorizations.

"Notice to Proceed" means the written notice given by the City to the Consultant of the date

and time for work to start.

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

"Project" means a temporary endeavor designed to produce a unique product, service or result with a defined beginning and end (usually time-constrained), and often constrained by funding or deliverables undertaken to meet unique goals and objectives, typically to bring about beneficial change or added value. A Project may include providing comprehensive research, study, analysis and related administrative services on a project specific basis. Those comprehensive project specific services may include conducting and preparing documentation studies, investigations, and assessments. These activities may include general investigative or exploratory reports concerning sites, buildings, infrastructure and other facilities or portions thereof; feasibility studies; existing facility and site documentation; budget development and forecasting; design and construction market analysis; facility assessments and evaluations; alternative site selection analysis; schedule development and analysis; building and zoning code analysis and investigations; bid/award analysis; negotiation support; inspections; testing and analysis; post-occupancy evaluations and studies; forensic studies; independent claims support and other similar miscellaneous study activities. Consultant(s) shall provide all architectural, engineering, landscape architectural, interior design or specialty support (through either in-house or subconsultant firms) as required to complete an assigned report or study activity. Project specific services may also include project team facilitation and support; project status reporting and performance/compliance reporting. A project may include providing assistance in development of Building Information Modeling (BIM) graphics and data for City buildings; assistance in the development of SIM-related data structures for inter-departmental use by the City; condition documentation and measured drawings of existing facilities; programming, site assessments and associated pre-design services for City facility needs; facilitation of meetings concerning facility needs, budgeting, scheduling, providing independent analysis of design and construction issues, facilitating value engineering sessions and providing related recommendation reports; and providing independent claims analysis. Consultant may be tasked to provide computer-aided and manually generated graphics support; preparation of narratives and other textual project/program support; photographic and video-graphic project/program support; geographic information systems (GIS) support; and other data and information system project/program support. Project specific services may also include project team facilitation and support; project status reporting and performance/compliance reporting.

"Work Authorization" means the documents issued pursuant to this Agreement, referencing an agreed upon scope of work, payment, schedule, deliverables and other project requirements established by the City's Project Manager. A Work Authorization Form shall be issued for joint execution as more fully described in Article 4. A draft Work

Authorization was included in the solicitation as Exhibit C for informational purposes only. The Work Authorization form is subject to change.

ARTICLE 2
TERM

1. The term of this Agreement is from _____ to _____.

2. At the _____ (date) 201_ City Commission meeting the City Commission adopted Resolution # _____ awarding through **RFP # FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AND OTHER SERVICES.**

ARTICLE 3

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

3.1 The services to be provided include the scope of work in **RFP # FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES AND OTHER SERVICES**, which is hereby incorporated and made part of this Agreement by reference and the Proposal submitted by CONSULTANT, which is hereby incorporated and made part of this Agreement by reference.

3.2 Consultant's specific project services shall be agreed upon in a written Work Authorization, with an individual Scope of Services for each Project to be developed by Consultant and City's Project Manager. Consultant shall provide all services including all necessary, incidental, and related activities and services required by the Work Authorization and contemplated in Consultant's level of effort.

3.3 The Scope of Services for a Work Authorization does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Work Authorization, Consultant determines that work should be performed to complete the Project which is in Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the City's Project Manager in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the City's Project Manager, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the City's Project Manager does not constitute authorization or approval by City to Consultant to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written City approval is at Consultant's sole risk.

3.4 Consultant agrees to meet with City at reasonable times after reasonable notice.

3.5 Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities as set forth in the RFP, the City's Agreement, and the City's Work Authorization.

3.6 Notwithstanding any other remedy otherwise available to City, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to City.

3.7 Consultant shall pay its subconsultants, subcontractors, and suppliers, within fifteen (15) days following receipt of payment from City for such subcontracted work or supplies. Consultant agrees that if it withholds an amount as retainage from subconsultants, subcontractors, or suppliers that it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from City. The City may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subcontractors and suppliers.

ARTICLE 4
WORK AUTHORIZATION

4.1 All work to be performed by Consultant pursuant to the terms of the Agreement shall first be authorized in writing by a Work Authorization, Exhibit C, in accordance with the requirements of this Article.

4.2 Before any Project is commenced pursuant to a Work Authorization, Consultant shall supply the City's Project Manager with a written estimate for all charges expected to be incurred for such Project, which estimate shall be reviewed and approved by the City's Project Manager and other appropriate City officials as required by the City's Code of Ordinances and administrative policies. Projects estimated at costs that exceed administrative spending authority require City Commission approval.

4.3 All Work Authorizations shall be on a form approved by the City Procurement Department and contain, at a minimum, the following information and requirements:

4.3.1.1 A statement of the method of compensation and Consultant's proposed written scope of work and any required deliverables.

4.3.1.2 A budget establishing the amount of compensation and reimbursables to be paid upon the establishment of a negotiated lump sum fee or the application of appropriate billing rates as set forth in Exhibit B – Hourly Billing Rates for

Task Orders, which amount shall constitute a maximum and shall not be exceeded unless prior written approval of City is obtained. In the event City does not approve an increase in the maximum amount, and the need for such action is not the fault of Consultant, the Work Authorization shall be terminated, and Consultant shall be paid in full for all work completed to that point, however, in no case exceed the maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

4.3.1.3 A time established for completion of the work or services undertaken by Consultant or for the submission to City of documents, reports, and other information pursuant to the Work Authorization and a negotiated daily amount for liquidated damages, if applicable.

4.3.1.4 Any other additional instructions or provisions relating to the Work Authorization.

4.3.1.5 For each Project the Project Manager will contact the awarded Firm to provide a Cost Proposal. Once the cost proposal has been accepted the Project Manager will route the Work Authorization for execution and approval.

4.3.1.6 The Firm receiving the Work Authorization will have five (5) business days to return the completed Work Authorization to the Project Manager via email.

4.3.1.7 The Work Authorization must include all costs for the Project utilizing a Fee Worksheet with hours and fees per Exhibit B - Hourly Billing Rates for Tasks Orders. The Cost Proposal must include a narrative schedule of deliverables and a summary of compensation which could be through an excel worksheet.

4.3.1.8 The costs for the Project must include all meetings and all costs required for the Project.

4.3.1.9 In the event that Consultant is unable to complete the services because of delays resulting from untimely review and approval by City or other governmental authorities having jurisdiction over the Project, and such delays are not the sole fault of Consultant, the City's Project Manager shall grant a reasonable extension of time for the completion of the services. It shall be the responsibility of Consultant to notify the City's Project Manager promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the City's Project Manager of all facts and details related to the delay.

4.3.1.10 Consultant shall provide all architectural, engineering, landscape architectural,

interior design or specialty professional services support (through either in-house or Subconsultant firms) as required to complete an assigned Project.

4.3.1.11 Work Authorizations may be issued for various facility types including but not limited to general governmental, cultural, parks and recreation, library, law enforcement, vehicle maintenance, transit, human services, educational, retail, food service, parking, and infrastructure/public works facilities. Upon acceptance of the City's Project Manager, all Work Authorizations will be authorized through the City's approval process.

4.3.1.12 Work Authorizations shall depict projects in their entirety and in no case shall Work Authorizations be split in order to meet lower City's authorization and thresholds.

4.3.1.13 In the event of termination for convenience by City under Article 10, Consultant shall be paid its compensation for all work performed and expenses incurred for reimbursement as permitted under the terms of this Agreement prior to termination. Compensation shall be withheld until all documents are provided to the City pursuant to this Agreement and Work Authorizations.

4.4 **CHANGES**. Any change of scope requiring charges in excess of the amount approved in the original Work Authorization and/or any change in the contract price, scope of work or time shall be by a written change order, approved by the City Manager and executed with the same formalities as the Agreement. The City Manager may approve and execute change orders without City Commission approval only in accordance with City Code. No change order shall materially change the scope of the work unless approved by the City Commission. Consultant's compensation shall not exceed the amount approved in the Work Authorization, excluding any amount designated as contingency, unless such additional amount received the prior written City approval required herein. Amounts designated as contingency in the work authorization, project budgets or estimates are subject to the change order authorization provisions of this paragraph.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 The Consultant shall be instructed to commence the work by a written Notice to Proceed after full execution of the Work Authorization. The Time for Performance of the project shall be specified in the Work Authorization.

5.2 Consultant shall perform the services described in the Work Authorization within the time periods specified therein; said time periods shall commence from the date of the Notice to Proceed for such services.

5.3 In the event Consultant is unable to complete the above services because of delays resulting from untimely review by City or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of Consultant to notify the City promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the City of all facts and details related to the delay.

5.4 If designated as such on the Work Authorization, in the event Consultant fails to complete the services identified in the Work Authorization on or before the applicable Time for Performance, Consultant shall pay to City the sum of dollars identified in the Work Authorization for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the project. These amounts are not penalties but are liquidated damages to City for its inability to proceed with, and complete, the service in a timely manner pursuant to the agreed upon Schedule. Liquidated damages are fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Article 6, INDEMNIFICATION

ARTICLE 6
INDEMNIFICATION

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

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

whatsoever, resulting from injuries or damages sustained by any person or property. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, upon written notice from CITY, shall defend such action or proceeding.

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

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

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

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

ARTICLE 7
PERSONNEL

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

ARTICLE 8
INSURANCE REQUIREMENTS

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

Commercial General Liability Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** Each Occurrence, **$2,000,000** Annual Aggregate.

Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

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

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

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

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

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

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

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

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

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

ARTICLE 9
COMPENSATION

9.1 CITY agrees to pay CONSULTANT, in the manner specified in the Work Authorization for work actually performed and completed.

METHOD OF BILLING AND PAYMENT

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

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

9.3.1 Payment shall be made to CONSULTANT at:

_____
_____
_____
_____

REIMBURSABLES

9.2 For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to the Project through a Work Authorization, CONSULTANT agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any that Exhibit C Cost Proposal provides to the contrary. City shall not be liable for nay such expenses that have not been approved in advance, in writing, by the City's Project Manager. Reimbursables apply the same to any subconsultant expenses.

ARTICLE 10
TERMINATION

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

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

10.3 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby

acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience, and that CONSULTANT shall not be entitled to any consequential damages or loss of profits.

10.4 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of County by someone other than the Board, termination by County· may be by action of the County Administrator or the County representative (including his or her successor) who entered in this Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If the County erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty {30) days after such notice of termination for cause is provided.

10.5 This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. The Agreement may also be terminated for cause if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the Consultant provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

10.6 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a

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

11.2 **AUDIT RIGHT AND RETENTION OF RECORDS**

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

CONSULTANT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its subcontractors' records, CONSULTANT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

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

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

11.3 **PUBLIC ENTITY CRIME ACT**

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

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

11.4 **INDEPENDENT CONSULTANT**

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

11.5 **THIRD PARTY BENEFICIARIES**

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

11.6 **NOTICES**

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

as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach
Greg Chavarria, City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

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

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

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

Consultant:

_____
_____
_____

11.7 **ASSIGNMENT AND PERFORMANCE**

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

CONSULTANT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

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

11.8 **CONFLICTS**

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

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

11.9 **MATERIALITY AND WAIVER OF BREACH**

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

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

11.10 **COMPLIANCE WITH LAWS**

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

11.11 **SEVERANCE**

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

11.12 **JOINT PREPARATION**

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

11.13 **PRIORITY OF PROVISIONS**

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

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

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

11.15 **AMENDMENTS**

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

11.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and

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

11.17 **PAYABLE INTEREST**

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

11.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 11.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

11.18 **INCORPORATION BY REFERENCE**

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

RFP # FY 2018-2019-000 CCNA Continuing Professional Architectural and Engineering Services and Other Services
Firm's Proposal
Exhibit A - Discipline Form
Exhibit B - Hourly Billing Rates for Task Orders
Exhibit C – Work Authorization

11.19 **REPRESENTATION OF AUTHORITY**

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

11.20 **MULTIPLE ORIGINALS**

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

ARTICLE 12

NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

12.2 Domestic Partner Benefits Requirement

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

CONCTRACTOR shall comply with the applicable provisions of this section.

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

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

CITY

ATTEST:

CITY OF HALLANDALE BEACH

_____

CITY CLERK

By: _____

Greg Chavarria, City Manager

_____ Day of _____, 20_____.

Approved as to legal sufficiency and form by
CITY ATTORNEY

_____

Jennifer Merino, City Attorney

_____ Day of _____, 20_____.

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

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

(If incorporated sign below).

CONSULTANT

ATTEST:

_____
(Name of Corporation)

_____
(Secretary)

By _____
(Signature and Title)

____ Day of _____, 20___.

(Corporate Seal)

_____
(Type Name and Title Signed Above)

____ Day of _____, 20___.

(If not incorporated sign below).

CONSULTANT

WITNESSES:

_____
(PRINT NAME)

_____
(PRESIDENT OR VICE-PRESIDENT)

_____
(PRINT NAME)

_____
(TYPE NAME & SIGNED ABOVE)

NOTARY SEAL

GENERAL TERMS AND CONDITIONS:

I. SUBMISSION AND RECEIPT OF PROPOSALS

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.

2. Unless otherwise specified, Firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.

3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in **INK**. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

II. GENERAL TERMS AND CONDITIONS

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

1. CONE OF SILENCE:

(a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand ($50,000) dollars, unless otherwise exempted in this section.

(b) *Definition.* The term "cone of silence" means a prohibition on:

(1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;

(2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;

(3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.

(c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
(2) Duly noticed pre-bid/proposal conferences and site inspections;
(3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to the city commission;
(4) Emergency procurements;
(5) Communications with the City Attorney;
(6) Sole source procurements;
(7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
(8) Bid waivers;
(9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
(10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
(11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
(12) Contract negotiations that occur after an award; and
(13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff ,following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The city manager shall make available to the mayor and the city commission all documents reviewed by the evaluation committee for the top three ranked responders.

(d) Procedure.

(1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised.

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

(2) Termination*;* city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.

(3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.

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

2. <u>SPECIAL ACCOMODATIONS</u>

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-1340, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

3. <u>CONFIDENTIAL MATERIAL</u>

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, *(Name of RFP)* - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public

disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

4. DOMESTIC PARTNER BENEFITS REQUIREMENT:

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

Equal Benefits Requirements

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

Contracts

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

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

(vi) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

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

(viii) The City may retain all monies due or to become due until the Contractor complies with this section.

Exception and waiver

The provision of this section shall not apply where:

a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.

b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

c. The contractor is a governmental entity.

d. The contract is for the sale or lease of property.

e. The covered contract is necessary to respond to an emergency.

f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.

g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
1. Where only one (1) solicitation response is received.
2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

5. LOBBYIST REGISTRATION:

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

6. SCRUTINIZED COMPANIES:

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

7. PROPOSAL ACCEPTANCE PERIOD:

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

8. PUBLIC RECORDS:

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

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

9. <u>ADDENDA AND MODIFICATIONS:</u>

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

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage http://www.cohb.org/solicitations.

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

10. <u>PERFORMANCE:</u>

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these

products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

The City, in its absolute discretion, will consider a Vendor's prior performance on any City of Hallandale Beach contracted project to determine if the Vendor has completed prior contracted projects in a timely fashion and/or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner.

11. DELIVERY:

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

12. DEFAULT PROVISION:

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

13. COPYRIGHTS AND/OR PATENT RIGHTS:

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

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the City to make paper and electronic copies necessary for the use of City staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

14. TAXES:

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

15. FAILURE TO SUBMIT PROPOSAL:

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

16. SIGNED PROPOSAL CONSIDERED AN OFFER:

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

17. LIABILITY, INSURANCE, LICENSES AND PERMITS:

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

18. RESERVATION FOR REJECTION AND AWARD:

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

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

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

19. 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.

20. 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.

21. PROPOSER'S COSTS:

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

22. UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor/Firm is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor/Firm knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

23. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

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

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

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

rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

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

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

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

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

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

(2) Form and Content of Protest
The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

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

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

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

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

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

25. <u>QUALFICIATIONS OF PROPOSER:</u>

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

26. <u>TAX SAVINGS DIRECT PURCHASES (TSDP)</u>

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

Florida Statutes.

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

27. CONFLICT OF INTEREST

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

28. 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.

29. AWARD OF CONTRACT:

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

30. 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.

31. FALSE CLAIMS ORDINANCE NO. 2018-22:

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