



**REQUEST FOR PROPOSALS
(RFP) # FY 2019-2020-CRA002**

**COMMUNITY REDEVELOPMENT AGENCY (CRA)
PROFESSIONAL LEGAL SERVICES**

<u>RFP DOCUMENT RELEASED</u>	<u>MARCH 5, 2020</u>
<u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u>	<u>MARCH 12, 2020 @ 11:00 A.M.</u>
<u>QUESTIONS DUE</u>	<u>MARCH 19, 2020 NO LATER THAN 11:00 A.M.</u>
<u>DEADLINE FOR RECEIPT OF PROPOSALS</u>	<u>APRIL 7, 2020 NO LATER THAN 11:00 A.M.</u>
<u>SUBMIT TO:</u>	<u>CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – SUITE 204 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</u>
<u>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</u>	

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



TABLE OF CONTENTS	PAGE NO.
<u>COVER PAGE</u>	1
<u>TABLE OF CONTENTS</u>	2
<u>SCOPE OF WORK</u>	3-4
<u>MINIMUM QUALIFICATION REQUIREMENTS</u>	4-6
<u>BACKGROUND INFORMATION ON THE COMMUNITY REDEVELOPMENT AGENCY (CRA)</u>	7
<u>DEFINITIONS</u>	7-8
<u>INSURANCE REQUIREMENTS</u>	8-9
<u>CONTRACT TERMS</u>	9
<u>CONFLICT OF INTEREST</u>	10
<u>EVALUATION PROCESS AND CRITERIA</u>	10-11
<u>INSTRUCTIONS FOR SUBMITTAL OF RESPONSES</u>	11
<u>PROPOSAL FORMAT</u>	11-16
<u>ORAL PRESENTATIONS</u>	16
<u>SUBMITTAL DUE DATE</u>	17
<u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u>	17
<u>LAST DAY FOR QUESTIONS AND CONTACT INFORMATION</u>	18
<u>TENTATIVE SCHEDULE</u>	18
<u>FORMS SECTION</u>	19-31
<u>REFERENCE FORM</u>	32-37
<u>GENERAL TERMS AND CONDITIONS</u>	38-51

SCOPE OF WORK:

PURPOSE

The City of Hallandale Beach Community Redevelopment Agency (CRA) is seeking proposals from qualified Firm(s) (herein referred to as “Proposer”) to provide professional legal services on all legal matters, including but not limited to, contract negotiations, real estate closings, preparing opinions of title, drafting and reviewing land development agreements, and others.

The awarded Firm will perform all duties and responsibilities pursuant to the Rules of Governance of the City and the CRA, Section 163, Part III, Florida Statutes and other general laws of the State of Florida.

The CRA Attorney reports directly to the Board of Directors. The three (3) highest ranked Firms will be required to make presentations to the Board of Directors after the evaluation process has been completed. This will occur during a Board of Directors meeting when the recommendation of award of contract is presented.

The scope of work includes, but it is not limited, to the following:

1. To perform the duties and responsibilities pursuant to the Rules of Governance of the City of Hallandale Beach Community Redevelopment Agency (CRA), Section 163, Part III, Florida Statute, City Code of Ordinances and other general laws of the State of Florida.
2. Attend CRA Board meetings.
3. Attend meetings.
4. Advise, research, assist and render written opinion to the CRA on a wide variety of legal areas, including but not limited to: redevelopment law, general municipal law, special district law, general state and federal laws, and contract law relating to redevelopment, special districts, intergovernmental relations and rules and regulations.
5. Legal advisor and counselor for the CRA Board of Directors in matters relating to their official duties.
6. Preparation of all resolutions, revisions of resolutions, amendments, leases, policy, procedural manuals, and other documents at the request of the CRA Executive Director.
7. Advise, research and assist the CRA on a wide of legal areas, including but not limited to: grants, bonds, acquisition and disposition of land, tax increment collections, appropriateness of expenditures, public disclosure issues, and laws, related to the undertaking and



administration of redevelopment in the State of Florida, residential loan documentation, drafting and revising CRA governance documents and policies, agreement amendments, routine projects, consultation with staff and Board of Directors' members, routine services and title and lien searches.

8. Advise, research, create and assist the CRA on a wide variety of legal areas, including but not limited to: the preparation and development of resolutions and the interpretation of land use law, comprehensive planning, zoning regulations and property rights, economic development activities, public utilities, code enforcement, building codes, real estate law, and redevelopment law.
9. Advise, research, create and assist the CRA on a wide variety of legal areas including but not limited to: contract law, environmental law, land leases or sales, purchasing and procurement.
10. Advise, research, create and assist the CRA on a wide variety of legal areas, including but not limited to: litigation and trial activity, tort law and proactive methods to avoid litigation.
11. Prosecute and defend on behalf of the CRA all complaints, suits and controversies in which the CRA is a party except where the CRA's defense is provided either by contract law or law by a third party.
12. Keep the CRA Board of Directors, CRA staff and the CRA Executive Director informed of legislation or judicial opinions that have potential impact to the CRA.

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

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

1. This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet for the Firm's response to be considered responsive.
2. **Please read the MQRs to ensure your Firm meets these requirements prior to submitting a response to this RFP. All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
3. Please note that the information for the Projects/Contracts for MQR # 3 must be the same as the Projects/Contracts provided within the Reference Form.

4. Proposer(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.
5. The Proposer(s) awarded any contract as a result of this RFP will be required to maintain the Minimum Qualification Requirements #1 and #2 during the term of the contract and any contract renewals.

Minimum Qualification Requirement (MQR) # 1: Years in Business Sunbiz:

Proposer must be incorporated through Sunbiz with a status of “Active” within the past one (7) years. Provide a copy of Proposer’s Sunbiz with your response showing a date filed of year **2013** or earlier.

Minimum Qualification Requirement (MQR) # 2: Florida Bar Association:

Proposer must be licensed with the State of Florida be in good standing with the Florida Bar Association. Proposer must provide a copy of the license with submittal.

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

- a. Proposing Firm must have seven (7) years of experience practicing law in the State of Florida. Proposing Firm must address MRQ # 3. a. by responding in charts below.
- b. Proposing Firm must have five (5) years of experience with issues involving construction law, real estate acquisition, land development, contract negotiations, and financing agreements for public development. Proposing Firm must address MQR # 3.b. by responding in charts below.
- c. Proposer must have three (3) years’ experience having represented one (1) or more CRA in Florida. Proposing Firm must address MQR # 3.c. by responding in charts below.



Proposers must provide the information for MQR # 3 a-c with details in the following chart(s). If more than one (1) chart is needed in order to provide the information for MQR # 3 a-c, Proposing Firm is to make copies of the chart and address as needed to meet MQR #3 a-c.

Name and Location where provision of services were provided:	
Name of the Firm that was awarded the Contract for provision of the services.	
What were the scope of services awarded. Explain in detail how the Proposing Firm meets MQR # 3. Does proposing Firm meet MQR #3a. Provide details how.	<input type="checkbox"/> Yes. <input type="checkbox"/> No.
Does proposing Firm meet MQR #3b. Provide details how.	<input type="checkbox"/> Yes. <input type="checkbox"/> No.
Does proposing Firm meet MQR #3c. Provide details how.	<input type="checkbox"/> Yes. <input type="checkbox"/> No.
Date when awarded Contract started and was awarded.	Month: Year:
Date when Contract was completed.	Month: Year:
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	

BACKGROUND INFORMATION FOR CRA:

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

CRA is bound by Florida Statutes Chapter 163, Part III.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS

The awarded Firm(s) will be required to obtain and maintain the insurance requirements as set forth below. 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 Board of Directors.

The awarded Firm 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 awarded firm is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under any resulting contract.

Professional Liability: Respondent agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Claim, **\$1,000,000** Annual Aggregate, or a **\$1,000,000** Combined Single Limit. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of the Respondent’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Respondent agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Respondent of the obligation to provide replacement coverage.

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

City of Hallandale Beach
Attn: Risk Management Department
400 S. Federal Highway
Hallandale Beach, FL 33009

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

CONTRACT TERMS

The initial term of the contract will be for three (3) years, with the option to renew for two (2) additional one (1) year terms. The total contract term will be for five (5) years.

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

Contract may be cancelled by the CRA within thirty (30) days with a written notice by the Community Redevelopment Agency (CRA). The Proposer shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the CRA.

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

CONFLICT OF INTEREST

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

EVALUATION PROCESS AND CRITERIA:

Evaluation Process

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

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

The three (3) highest ranked Firms will be required to make presentations to the Board of Directors.

Criteria

The recommendation(s) for award shall be made to the Board of Directors, by the Executive Director, to the responsible, responsive Proposer(s).

The three (3) highest ranked Firms will be required to make presentations to the Board of Directors.



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 and evaluated, and Firm’s submission will be determined non-responsive.	Ensure Firm provides all the MQRs within Firm’s submittal
2.	Firm’s Qualifications and Experience	40
3.	Principal Lead Attorney and Secondary Lead Attorney/Qualifications	40
4.	Cost	15
5.	Past Performance - References.	5
	TOTAL POINTS	100

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

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

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

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

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

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

Proposing Firm response must provide all information requested below for items # 1 through # 10.

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 #10, must be included for the proposing Firm. Items #1 through #10 represent criteria after which the proposals will be evaluated.

1. Title Page:

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

2. Table of Contents:

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

3. Transmittal Letter:

- a. A transmittal letter must be provided briefly stating the proposers' understanding of the work to be done, the commitment to perform the work within the required time period, a statement why the Firm believes they are the best qualified to perform the work and a statement that the proposal is a Firm and irrevocable offer until such time as Board of Directors awards a contract as a result of this RFP.

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

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

4. Executive Summary:

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

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

- a. This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet for the Firm's response to be considered responsive.
- b. **Please read the MQRs to ensure your Firm meets these requirements prior to submitting a response to this RFP. All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
- c. Please note that the information for the Projects/Contracts for MQR # 3 must be the same as the Projects/Contracts provided within the Reference Form.
- d. Proposer(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.
- e. The Proposer(s) awarded any contract as a result of this RFP will be required to maintain the Minimum Qualification Requirements #1 and #2 during the term of the contract and any contract renewals.
- f. All Minimum Qualification Requirements (MQRs) must be submitted with Proposer's response.

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. [Confidentiality Form](#)
- j. [Request to Withdraw Proposal Form](#)
- k. [Reference Form – \(Two \(2\) completed and signed by reference\)](#)
- l. Addenda

7. Firm's Qualifications and Experience:

- a. Provide detailed information of the Proposer's:
 - i. Organization, size and experience
 - ii. Major clients
 - iii. Areas of expertise
 - iv. Approximate number of staff to be assigned to projects for this RFP
 - v. Unique qualifications
- b. Specify what unique circumstances sets the Proposer apart from others who perform the same or similar services.
- c. Provide resumes of key management personnel and support staff, including education, experience, and any other pertinent information for each member to be assigned to the Contract.

8. Principal Lead Attorney and Secondary Lead Attorney/Qualifications:

- a. Provide comprehensive and detailed information of the experience and qualification of the individual(s) who are proposed to serve as Principal Lead Attorney on the contract with the CRA. Include education, experience, expertise, past performance and any other pertinent information for the individual(s). Provide a resume.
- b. Provide resumé of back-up attorneys who will assume responsibilities in the absence of the designated CRA Attorney. Resumés should include relevant academic training and degrees, description of prior experience in areas identified in the scope of services such as: number of years in practice, years with the firm, areas of responsibility, and other background or experience which may be helpful in evaluating the proposal (board certifications; experience in advising entities on Florida Sunshine and Public Records Laws; legislative and quasi-judicial bodies; Alternative Dispute Resolution (ADR) training, if any, experience and success record of advocacy in mediation and arbitrations, if any; litigation experience and track record, municipal or other public sector experience or any other relevant experience and training).

9. Past Performance – References:

- a. Proposer(s) responding to this RFP must provide two (2) completed, signed and verifiable references for Projects of similar scope as outlined in this RFP. See Reference Form below.
- b. Please note that the information for the Projects/Contracts for MQR # 3 a-c must be the same as the Projects/Contracts provided within the Reference Form.

10. Cost Proposal:

Compensation or Fee Proposal: Identify the compensation or fees sought and, the methodology to be used for charging the CRA on a monthly basis.

At least one (1) of following Options A – C must be addressed with your Firm's submission:

Option "A" –

Retainer/fixed fee cap. Proposing Firm must provide a complete and detailed explanation of what it covers and what it does not cover. Option A must include hourly fees for litigation, special projects, or both, if not covered by a retainer. Provide a fixed retainer fee to be charged for general governmental services and identify the items that are to be covered by the retainer. Also, clearly note any items the firm would not provide as part of the retainer services and that the firm prefers to bill on an hourly basis. Please be specific. Also state separately the rate(s) for any other cost items proposed to be itemized and billed (e.g., use of paralegals, photocopying, Westlaw or Lexis fees, etc.) Please be specific.

If there are any services routinely performed at no cost, list those services.

Option "B" –

Hourly fees for all work (no retainer/fixed fee). Please specify the dollar amount of hourly fees and costs the firm will charge for providing legal services to the CRA. For the hourly fees portion of the proposal, the firm must identify the hourly rate of the person to be designated as the CRA Attorney and the hourly rate of each back-up attorney and support personnel, such as paralegals. Identify the minimum increment of time billed for each service (e.g., telephone calls, correspondence, conferences). The CRA seeks billing increments of one tenth of an hour.

Option “C” –

Respondent’s choice. Clearly and thoroughly explain any billing methodology Respondent wishes to propose. Use any combination of retainer and hourly rates that the Respondent chooses to deliver the requested services.

For All Options A-C:

Firm must attach additional sheets to note:

1. Any work items that will not be provided as part of the retainer fee, but rather billed on an hourly basis.
2. Specific description of other costs items, if needed.
3. Any other items related to fees and costs that Respondent believes are pertinent in the consideration of the proposal.
4. If there are any services routinely performed at no cost, list those services.

ORAL PRESENTATIONS:

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

Oral Presentations are to support what has been provided in the proposals by each Firm and to exhibit and otherwise demonstrate and clarify and expand on the information contained therein. The City reserves the right, where it may serve the CRA’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.

The three (3) highest ranked Firms will be required to make presentations to the Board of Directors after Firm’s have been ranked by the Evaluation Committee. This will occur at the Board of Director’s meeting when the item is presented to the Board for recommendation of award of contract.

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

SUBMITTAL DUE DATE:

RESPONSES ARE DUE: APRIL 7, 2020 NO LATER THAN 11:00AM.

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

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
PLACE THE NAME OF YOUR FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2019-2020-CRA002
CRA PROFESSIONAL LEGAL SERVICES

LATE PROPOSALS WILL NOT BE ACCEPTED

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

For this RFP the CRA is holding a Non-Mandatory Pre-Proposal Conference. The Pre-Proposal Conference is held to explain in detail the RFP. It is strongly encouraged that Firms interested in proposing to this RFP attend the Pre-Proposal Conference as a tool to be successful in responding to the CRA's project. The Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP and to ask questions directly to CRA Staff.

Non-Mandatory Pre-Proposal Conference is being held **March 12, 2020 at 11:00 am**, City Hall, City Commission Chambers, 400 S. Federal Highway, Hallandale Beach, FL 33009.

This meeting will be recorded and available as a public record if requested. All documents for this RFP are found on the City's website at www.cohb.org/solicitations



LAST DAY FOR QUESTIONS AND CONTACT INFORMATION:

Any questions are to be submitted via email only to Carolyn Allen-Smith, Procurement Specialist, at alues@cohb.org no later **March 19, 2020 11:00 am.**

Answers to questions received before the deadline will be released via addendum. Changes, if any, to the scope of the services or RFP document will be transmitted only via written addendum and available on the City’s website at www.cohb.org/solicitations. The Procurement Department may be contacted at (954) 457-1333. All contact shall be for clarification purposes only.

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

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

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

RFP DOCUMENT RELEASED	MARCH 5, 2020
NON-MANDATORY PRE-PROPOSAL CONFERENCE	MARCH 12, 2020 11:00 AM COMMISSION CHAMBERS
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN MARCH 19, 2020 BY NO LATER THAN 11:00 AM
DEADLINE FOR RECEIPT OF PROPOSALS	<u>APRIL 7, 2020</u> BY NO LATER THAN 11:00 AM
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL PRESENTATIONS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY BOARD OF DIRECTORS – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

FORMS SECTION

Proposing Firm 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. [Confidentiality Form](#)
- j. [Request to Withdraw Proposal Form](#)
- k. [Reference Check Form – \(Two \(2\) completed and signed by reference\)](#)
- l. [Addenda](#)



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

HAVE RECEIVED THE RFP

(COMPANY NAME)

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

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	
RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:	
CITY OF HALLANDALE BEACH	
PROCUREMENT DEPARTMENT	
400 SOUTH FEDERAL HIGHWAY, ROOM 242	
HALLANDALE BEACH, FL 33009	
TITLED: RFP # FY 2019-2020-CRA002	
CRA PROFESSIONAL LEGAL 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 on this variance form.

If the Variances presented by Bidder are acceptable to the City, the Agreement will be routed to the awarded Bidder for execution by the authorized officer per Sunbiz. Variances requested to either the Bid, the Terms and Conditions and the City Form Agreement may result in the City rescinding award of contract.

After award of Contract through Board of Directors, via the Resolution, the awarded Firm's Variance Form will be reviewed by appropriate CRA Staff, the CRA Attorney and the Risk Manager. If the Variances presented by your Firm are acceptable to the CRA, the Agreement will be routed to the awarded Firm for execution by the authorized officer of the Firm.

Variances requested to either the RFP, the Terms and Conditions, other, from Firm may result in the CRA rescinding award of Contract to Firm.

The fully executed agreement will be required to be returned to the City of Hallandale Beach Procurement Department, via email alues@cohb.org within five (5) business days from receipt of the email from the Procurement Department to the awarded Firm's contact. Failure to provide a duly executed agreement by the awarded Firm to the City within five (5) business days from receipt may result in loss of award of such Contract to your Firm.

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



PUBLIC ENTITY CRIME FORM

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

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

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2020

Domestic Partnership Certification Form

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

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

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

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

Check only one box below:

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach/CRA, or
- 2. The Firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach/CRA, because of allowable exemption: **(Check only one box below):**
 - The Firm's price for the contract term awarded is \$50,000 or less.
 - The Firm employs less than five (5) employees.
 - The Firm does not provide benefits to employees' spouses nor spouse's dependents.
 - The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - The Firm is a government entity.
 - The contract is for the sale or lease of property.



- The covered contract is necessary to respond to an emergency.
- The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, _____,
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

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

Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
_____, 20__ BY _____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public



CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

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

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

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

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

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

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/Firm

Date



DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE:			BIDDER'S SIGNATURE:
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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 alues@cohb.org before deadline for receipt of proposals.

This form must be provided back via email to alues@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-CRA002 PRE-QUALIFICATION OF FIRMS NEW RESIDENTIAL HOUSING.

Signature Title

Date: _____

Time: _____

REFERENCE FORM:

Please note: The references provided below must be the same as the projects/contracts 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.

If Firm does not provide the completed/signed Reference Form as requested, Firm will be determined non-responsive, not evaluated and not considered.

Proposing Firm must send to two (2) references and obtain back a completed and signed Reference Check Form for each of proposing Firm's required two (2) references.

Proposing Firm must include the required two (2) completed and signed Reference Check Forms within proposing Firm's proposal submission on the USB drive.

Do not provide more than two (2) references.

Proposing Firm must provide two (2) verifiable references supporting the experience presented in [Minimum Qualification Requirement \(MQR\) #3](#) for the proposing Firm as stated in the RFP:

3a. Proposing Firm must have seven (7) years of experience practicing law in the State of Florida.

AND

3b. Proposing Firm must have five (5) years of experience with issues involving construction law, real estate acquisition, land development, contract negotiations, and financing agreements for public development.

AND

3c. Proposer must have three (3) years' experience having represented one (1) or more CRA in Florida.



REFERENCE FORM	
Please note that the information for the Projects/Contracts for MQR # 3 a – c, must be the same as the Projects/Contracts provided within the Reference Form.	
RFP # FY 2019-2020-CRA002 CRA PROFESSIONAL LEGAL SERVICES	
PROPOSING FIRM'S NAME(S):	
PROJECT NAME:	
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:	
WHAT SPECIFIC SERVICES WERE AWARDED THROUGH THE CONTRACT: PLEASE BE SPECIFIC	

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



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

1. What was the scope of work provided and completed by the Firm?

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

3. How long was the awarded Contract for?



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

--

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

--

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

--



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

--

8. Provide your level of satisfaction with the Firm's overall work throughout the years on the Contract?

--

9. What special projects that were not originally part of the scope of services has the Firm performed.

--



ADDITIONAL COMMENTS:

SIGNATURE: _____ **Date:** _____

GENERAL TERMS AND CONDITIONS:

I. SUBMISSION AND RECEIPT OF PROPOSALS

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, Firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in **INK**. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

II. GENERAL TERMS AND CONDITIONS

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

1. CONE OF SILENCE:

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the CRA's staff including, but not limited to, the Executive Director/City Manager and his/her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent,

- bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
- (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and board of directors/commissioners and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the Executive Director/City Manager presents his/her written recommendation to the board of directors/city commission;
 - (4) Emergency procurements;
 - (5) Communications with the City Attorney/CRA Attorney;
 - (6) Sole source procurements;
 - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
 - (8) Bid waivers;
 - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
 - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
 - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
 - (12) Contract negotiations that occur after an award; and
 - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff ,following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The executive director/city manager shall make available to the mayor and the board of directors/city

commission all documents reviewed by the evaluation committee for the top three ranked responders.

- (d) Procedure.
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, mayor and executive director/city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
 - (2) Termination; board of directors/city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the board of directors /city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the board of directors/city commission for further deliberation. In the event the board of directors/city commission decides to reject all bids, then the cone of silence shall be lifted.
 - (3) Executive Director/City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the executive director/city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the executive director/city manager issues a recommendation for award pending the bid protest period.
- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.



2. SPECIAL ACCOMODATIONS

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.

3. CONFIDENTIAL MATERIAL

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

Equal Benefits Requirements

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



Contracts

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

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

Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The board of directors/city commission waives compliance of this section in the best interests of the cra/city, including but not limited to, the following circumstances:
 - 1. Where only one (1) solicitation response is received.
 - 2. Where more than one (1) solicitation response is received, but the solicitation

demonstrates that none of the proposed solicitations can comply with the requirements of this section.

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 cra/city matters, any previous principal, and/or client represented who has, at the time of registration, any pending matters involving the CRA/City, and the general and specific areas of lobbyist interest in any CRA/City matter, if not previously disclosed. Registration is required annually, along with a payment of an annual registration fee of fifty (\$50.00) Dollars.

6. SCRUTINIZED COMPANIES:

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

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 Board of Directors/City Commission until such time as the Board of Directors/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 exempt from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal

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

9. ADDENDA AND MODIFICATIONS:

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

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

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

10. PERFORMANCE:

It is the intention of the CRA/CITY to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the CRA/CITY. The CRA/CITY reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or CRA/CITY residents.

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. CRA/CITY reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

12. DEFAULT PROVISION:

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

13. COPYRIGHTS AND/OR PATENT RIGHTS:

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

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

15. FAILURE TO SUBMIT PROPOSAL:

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

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 CRA Board of Director of the City of Hallandale Beach CRA, Florida and in case of default on the part of the successful Proposer or Firm, after such acceptance, the CRA/City may take such action as it deems

appropriate, including legal action, for damages or specific performance.

17. LIABILITY, INSURANCE, LICENSES AND PERMITS:

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

18. RESERVATION FOR REJECTION AND AWARD:

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

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

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The City/CRA reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

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

submitting bids or proposals to the city. Following an evaluation of responses received for bids, request for proposals, and other purchases, the executive director/city manager shall have the authority to recommend to the board of directors/city commission award of contracts.

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 CRA/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 CRA/CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

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

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

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

- (1) Time for Protest
The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.
- (2) Form and Content of Protest
The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

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

- (3) **Protest Filing Fee**
The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.
- (4) **Costs - All costs accrued from a protest shall be assumed by the protestor.**
- (5) **Authority to resolve protests**
The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.
- (6) **Special Magistrate**
In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

25. QUALIFICATIONS OF PROPOSER:

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

26. CONFLICT OF INTEREST

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

27. 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.

28. AWARD OF CONTRACT:

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

Services will be authorized to begin when the awarded Firm(s) receives, as appropriate a fully executed contract, a notice to proceed and a purchase order indicating encumbrance of funds.

29. 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](#).

30. 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](#).