



**REQUEST FOR PROPOSALS
 (RFP) # FY 2019-2020-009 CONSTRUCTION MANAGER AT RISK (CMAR)
 SUNRISE PARK**

<p><u>RFP DOCUMENT RELEASED</u></p>	<p align="center"><u>AUGUST 24, 2020</u></p>
<p><u>VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE</u> No questions will be answered during this meeting. Please see last day for questions information below and submit all questions up to questions due date via email. Join from a PC, Mac, iPad, iPhone or Android device: Please click this URL to join. https://us02web.zoom.us/j/83755232197?pwd=cHZCMWd0Sk1mTFQxaFNbcFVRW1NUT09 Passcode: 631991 Or join by phone: Dial(for higher quality, dial a number based on your current location): US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 Webinar ID: 837 5523 2197 Passcode: 631991 International numbers available: https://us02web.zoom.us/j/kcG0wgrUsM</p>	<p align="center"><u>SEPTEMBER 10, 2020 @ 11:00 A.M.</u></p>
<p><u>QUESTIONS DUE BY NO LATER THAN</u> All questions must be emailed to alues@cohb.org and will be answered via addendum.</p>	<p align="center"><u>SEPTEMBER 15, 2020 BY NO LATER THAN 11:00 A.M.</u></p>
<p><u>DEADLINE FOR RECEIPT OF PROPOSALS</u> <i>Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is not open to the public every day. For drop off of responses to this RFP the City Clerk's Office will be open Mondays and Wednesdays 8 am to 3 pm only. See location for City Clerk's Office below. Access to the building will require time for temperature taking, answering questions, and wearing of a face covering. All must plan to obtain access to the City Clerk's Office without being late. No late responses will be accepted.</i></p>	<p align="center"><u>SEPTEMBER 30, 2020 BY NO LATER THAN 11:00 A.M.</u></p> <p align="center"><u>NO LATE PROPOSALS WILL BE ACCEPTED.</u></p>
<p><u>RESPONSES SUBMITTED TO:</u> Sealed envelope must clearly provide your firm's company name, address, phone # and contact information and must be labeled with the RFP # and Name. <u>Responses mailed and dropped off to any other Department not received by the City Clerk's Office is deemed not received. Label sealed envelope as stated in the RFP.</u></p>	<p align="center"><u>CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – 2ND FLOOR, SUITE 204 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</u></p>
<p align="center"><u>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</u></p>	

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SCOPE OF WORK:

PURPOSE

In accordance with Hallandale Beach Code of Ordinances Chapter 23, Section 23-3, and Florida Statutes, Chapter 287, Section 287.055, Consultants' Competitive Negotiation Act (CCNA), and Section 255.103, the City of Hallandale Beach is soliciting interested firms to submit qualifications and proposals through this Construction Manager at Risk (CMAR) Request For Proposals (RFP). The City of Hallandale Beach seeks firms to submit qualifications and proposals for a Construction Manager at Risk (CMAR) for the construction of Sunrise Park located at 800 NE 5 Street, Hallandale Beach, FL 33009.

It is anticipated that the proposed Park will comprise of a new entry plaza; restroom/storage building; shade structures; new playground and extreme fitness course for teens and adults; game and picnic plaza, open spaces and play areas; butterfly garden; walking trail; gated parking lot; fencing along residences; and new site furniture and amenities. Additionally, the park will require new mechanical, electrical, plumbing and drainage systems and surveillance cameras.

The existing 2.44 acres site is mostly a vacant lot located in the Northeast quadrant of the City. Attached is Exhibit A – 50% Construction Drawings. This information is subject to change as the project continues to be designed.

CMAR AWARD:

Following the opening of the proposal packages, firms that do not meet the Minimum Qualification Requirements (MQRs) set forth will not be considered further and will not be evaluated. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract and any contract renewals.

Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated and scored according to the evaluation criteria set forth in this RFP. The City will enter into negotiations with the top ranked firm for professional services for the construction. If successful with these negotiations, an agenda item will be presented to the City Commission to award the Agreement to the CMAR firm.

The City expects that this RFP will be evaluated and ready for award around the same time that the Construction Documents and specifications are ninety (90%) complete. The top ranked firm will be awarded as the CMAR, and the CMAR will be required to submit a Guaranteed Maximum Price (GMP) inclusive of constructability and value engineering review. If the City and the CMAR are able to negotiate and agree upon the GMP and final contract terms, an agenda item will be prepared for submission to the City Commission for approval of the GMP. If the City and the CMAR are unable to agree upon a GMP, then the City may elect to issue a new solicitation for the construction phase services or begin negotiations with the firm ranked 2nd in the original solicitation process. Should a new solicitation become necessary, the City reserves the right to select the most appropriate procurement method in its sole discretion.

The City reserves the right to allow sales tax savings for direct purchases where possible and practical for this Project. If the City elects to receive the sales tax savings on certain items within the GMP, the Contractor will be required to manage the sales tax savings on behalf of the City.

PROPOSAL BOND:

As per Procurement Code Section 23-12 (2) Security Bonds: Each proposer must provide with the submission a Proposal Guarantee/Bond security issued by a surety company licensed to do business in the state in the amount of \$25,000. The proposal bond is retained guaranteeing the firm submitting the proposal will not withdraw the proposal for such period of time as the Commission provides a Resolution for award of contract. Per Procurement Code Section 23-3, if firm withdraws the proposal, or awarded firm does not furnish bonds as required, and does not accept a contract that is awarded, the Proposal Guarantee Bond is forfeited.

PERMITS:

Pursuant to Florida Statute Section 218.80, the City hereby discloses that licenses, permits and fees and their costs are issued by the City for construction. The licenses permits and fees applicable to this project must be obtained and/or paid by the awarded Proposer. The successful Proposer is responsible to identify and obtain all applicable licenses, permits and pay all such related fees.

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 #4 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.**

Minimum Qualification Requirement # 1: General Contractor License:

- a. Proposing Firm must be licensed as a Certified General Contractor issued by the State of Florida Department of Business and Professional Regulations.
- b. Proposing Firm must provide a copy of all applicable Certified General Contractor License(s) with Firm's response. <http://www.myfloridalicense.com/dpr>.

Minimum Qualification Requirement # 2: Years in Business Sunbiz:

- a. Proposer must be incorporated through Sunbiz with a status of "Active".
- b. Proposing Firm must provide a copy of Firm's Sunbiz with the response showing a date filed of **2015** or earlier.

<http://www.sunbiz.org>.

Minimum Qualification Requirement # 3: Bonding Capacity:

- a. Provide documentation of your Firm's total and single project bonding capacity and the name and current financial rating (A.M. Best) of the surety company utilized by your Firm.
- b. Proposers shall have a single project bonding capability of five million (\$5,000,000.00) with a surety company with an A.M. Best rating of A- or better.

Minimum Qualification Requirement # 4: Previous Experience:

Please note the information for the Projects below **must** be the same as the Projects/Contracts requested within the [Reference Form](#).

- 4.a. Proposing Firm must have completed three (3) public parks of similar size and scope as stipulated within this RFP as a Construction Manager at Risk within the past five (5) years.
- 4.b. If Proposing Firm has constructed any park project(s) for the City of Hallandale Beach, those projects must be listed with Firm's response for MQR #4. References must be provided for each of the three projects listed with a satisfactory performance.
- 4.c. Pictures of the three (3) completed projects must be provided with the proposal.
- 4.d. References must be provided for each of the three (3) projects listed with a satisfactory performance.
- 4.e. All projects **must** have been completed and received a Certificate of Occupancy (C.O.)



and/or a Certificate of Completion (C.C.). This information must be detailed and provided in the charts below.

Proposers must provide the information for MQR # 4 a-e with details in the following chart(s). If more than one (1) chart is needed in order to provide the information for MQR # 4 a-e, Proposing Firm is to make copies of the chart and address as needed to meet MQR # 4 a-e.

Name and Location of Project # 1:	
Name of the Firm that was awarded the Contract.	
Date when Contract started.	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.	
MQR # 4.a. Proposing Firm must have completed at least three (3) public parks of similar size and scope as stipulated within this RFP within the past five (5) years. Provide details.	<input type="checkbox"/> Yes <input type="checkbox"/> No Date:
MQR #4.c. Provide pictures of completed parks.	<input type="checkbox"/> Yes
MQR # 4.e. Did project for MQR # 4 receive a C.O or C.C. Provide date.	<input type="checkbox"/> Yes
The Proposer must specifically detail all the services that the awarded Firm performed which clearly shows the experience related to the scope of work of this RFP.	
Proposing Firm must provide a completed Reference Form. Must be the same as MQR #4.	<input type="checkbox"/> Yes, included <input type="checkbox"/> No, Not Included and Why?



Name and Location of Project # 2:	
Name of the Firm that was awarded the Contract.	
Date when Contract started.	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.	
MQR # 4.a. Proposing Firm must have completed at least three (3) public parks of similar size and scope as stipulated within this RFP within the past five (5) years. Provide details.	<input type="checkbox"/> Yes <input type="checkbox"/> No Date:
MQR #4.c. Provide pictures of completed parks.	<input type="checkbox"/> Yes
MQR # 4.e. Did project for MQR # 4 receive a C.O or C.C. Provide date.	<input type="checkbox"/> Yes
The Proposer must specifically detail all the services that the awarded Firm performed which clearly shows the experience related to the scope of work of this RFP.	
Proposing Firm must provide a completed Reference Form. Must be the same as MQR #4.	<input type="checkbox"/> Yes, included <input type="checkbox"/> No, Not Included and Why?



Name and Location of Project # 3:	
Name of the Firm that was awarded the Contract.	
Date when Contract started.	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.	
<p>MQR # 4.a. Proposing Firm must have completed at least three (3) public parks of similar size and scope as stipulated within this RFP within the past five (5) years. Provide details.</p> <p>MQR #4.c. Provide pictures of completed parks.</p> <p>MQR # 4.e. Did project for MQR # 4 receive a C.O or C.C. Provide date.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Date:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p>
<p>The Proposer must specifically detail all the services that the awarded Firm performed which clearly shows the experience related to the scope of work of this RFP.</p> <p>Proposing Firm must provide a completed Reference Form. Must be the same as MQR #4.</p>	<p><input type="checkbox"/> Yes, included <input type="checkbox"/> No, Not Included and Why?</p>

BACKGROUND INFORMATION FOR THE CITY:

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

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

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 CITY Executive Director, except for emergency purchases.

“City Project Manager” means the City’s representative duly authorized by the City Manager to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

“City” City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida

“Contract” and “Contract Documents” means the Agreement for this Project to be entered between the City and the Successful Proposer/Contractor.

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

“Project Manager” means the Contractor’s representative duly authorized to make and execute decisions on behalf of the Contractor.

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

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

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

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

INSURANCE REQUIREMENTS:

The awarded Firm will be required to obtain and maintain the following insurance requirements for the life of the contract for the construction. The Certificate of Insurance will be required to be provided within the time specified when requested after award of contract by the Commission.

INSURANCE

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements unless otherwise noted herein. Operator agrees to provide evidence of Commercial General Liability, Contractor’s Professional Errors & Omissions Liability and Commercial Umbrella/Excess Liability coverages at execution of the Contract. The other coverages required herein for Business Auto Liability, Contractor’s Pollution Legal Liability, Inland Marine Builder’s Risk Insurance, and Worker’s Compensation may be evidenced at time of amending this Contract with an addendum awarding of the Guaranteed Maximum Price terms and conditions. In the event the Contractor performs any site work, other than testing, then all the insurance required herein will need to be evidenced prior to commencement of said site work. Evidence of flood insurance shall be additionally required once elevation certificates are available and coverage is applied for during the Work.

13.2 The Contractor agrees the insurance requirements herein as well as City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Operator under this Contract.

13.3 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate. Contractor agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The Operator agrees any Self-Insured-Retention or deductible shall not exceed \$25,000.

13.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Operator does not own automobiles, Operator 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.

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

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

13.7 Inland Marine Builder's Risk Insurance. The Contractor, prior to notice to proceed or commencement of Work, whichever occurs first, agrees to maintain an Inland Marine Builder's Risk insurance coverage form with an amended policy period of no less than 22 months, if available, providing coverage to protect the interests of the City, Contractor, sub-contractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the Work.

13.7.1 Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one-hundred 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, contractor's

overhead and general Conditions, and equipment rental. The period of indemnity shall not be less than 12 months and the limit of Delay Cost coverage not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to a scheduled limit for the hard cost coverage. The waiting period for Delay Cost coverage may not exceed 30 days. Collectively, the scheduled soft cost limit and hard cost limit may equal one-hundred percent (100%) of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the 100% projected value of the Work. Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

13.7.2 The Contractor further agrees that any flat deductible(s) shall not exceed \$100,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sublimit shall not be less than 25% of the projected completed value of the Work for this policy.

13.7.3 The Contractor agrees to endorse the Inland Marine Builder's Risk insurance with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by City. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the City's interest in the building ceases, or the building is accepted under a Certificate of Substantial Completion or insured by the City.

13.7.4 The Contractor agrees to endorse the City as "Additional Insured" on the Inland Marine Builder's Risk Insurance coverage form.

13.8 Flood Insurance. Once an elevation certificate is available for each building, as defined by the National Flood Insurance Program (NFIP), under the Work the Contractor agrees to maintain a NFIP General Flood Policy on each building under construction in the amount of \$500,000 for building coverage or the replacement cost of the building, which ever is less. The flood deductible for the building coverage may not exceed the standard deductible offered by the NFIP. Operator agrees to endorse the City as a "Loss Payee on each flood policy required herein.

13.9 Worker's Compensation & Employer's Liability. The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

13.10 Commercial Umbrella/Excess Liability. Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$5,000,000** Each Occurrence **\$5,000,000** Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person. The Contractor agrees any Self-Insured-Retention or deductible shall not exceed \$25,000.



13.11 Additional Insured Endorsements. The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with a CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or similar endorsement providing equal or broader Additional Insured coverage. If a CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement is provided by the Operator’s Commercial General Liability, then the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.. **(Attach an actual copy of the endorsement(s)...contact your insurance agent).**

13.11.1 Additionally, Contractor agrees to endorse the City as an “Additional Insured” under the Commercial Umbrella/Excess Liability and the Inland Marine Builders Risk Insurance as also provided herein.

13.11.2 The name of the organization endorsed as Additional Insured for all endorsement shall read “City of Hallandale Beach”.

13.12 Deductibles, Coinsurance Penalties & Self-Insured Retention. Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to City, the Contractor agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

13.13 Waiver of Subrogation. Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City, Contractor, sub-Contractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Operator to enter into a pre-loss agreement to waive subrogation without an endorsement, the Operator agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Operator enter into such an agreement on a pre-loss basis.

13.14 Right to Revise or Reject. Contractor agrees the City reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing

coverage due of its poor financial condition or failure to operating legally in the State of Florida. In such events, City shall provide Operator written notice of such revisions or rejections.

13.15 No Representation of Coverage Adequacy. The coverages, limits or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

13.16 Certificate of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

13.16.1 The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

13.16.2 The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors – Schedule Person or Organization, or similar endorsement providing equal or greater Additional Insured coverage, or collectively the CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization and GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations, if applicable. (**Attach an actual copy of the endorsement...contact your insurance agent**).
2. Clearly indicate the City is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability and Inland Marine Builder's Risk Insurance
3. Clearly indicate the project name and project number.

4. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-Insured retentions, which exceed the amounts or percentages set forth herein.
5. Clearly indicated Certificate Holder(s) as follows:

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
6. Clearly indicate the City is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability.
7. Clearly indicate the project name and project number.

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.

Criteria

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

NUMBER	Evaluation Criteria	MAXIMUM Potential Points
1.	<p>MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points.</p> <p>If Firm does not provide and meet all the required MQRs information, Firm's proposal will not be reviewed/evaluated, and Firm's submission will be determined non-responsive and disqualified.</p>	<p>Ensure Firm provides all the MQRs within Firm's submittal. Firm must meet all MQRs in order to be reviewed and evaluated.</p>
2.	Firm's Qualifications and Experience	20
3.	Project Manager(s) and Teams Experience/Qualifications	35
4.	Project Management and Construction Approach	35
5.	City of Hallandale Beach Local Vendor Preference	2.5-10
6.	Florida Statue 287.055 Section 2.(d) Certified Minority Business Enterprise Certification	2.5
	TOTAL POINTS	100

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES:

Firms are to submit responses on a Universal Serial Bus (USB) drive only. **Provide five (5) USB drives 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 #9 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 City Commission awards a contract as a result of this RFP.

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

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

4. Minimum Qualification Requirements (MQRs):

If Firm does not provide all the required MQR information, Firm's proposal will not be reviewed/evaluated, and Firm's submission will be disqualified. Address in detail each MQR in order for be considered for the project.

Firm must meet all MQRs and provide all MQRs in order to be Firm's proposal to be reviewed/evaluated, and submission not determined non-responsive.

5. Required Forms:

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

- a. Proposal Guarantee/Bond security issued by a surety company licensed to do business in the state in the amount of \$25,000.
- b. Form A: [Proposal Submitted by Form](#)
- c. Form B: [Variance Form](#)
- d. Form C: [Legal Proceedings Form](#)
- e. Form D: [Public Entity Crime Form](#)
- f. Form E: [Domestic Partnership Certification form](#)
- g. Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- h. Form G: [Drug Free Workplace Form](#)
- i. Form H: [Anti-Kickback Affidavit](#)
- j. Form I: [Confidentiality Form](#)
- k. Form J: [Request to Withdraw Proposal Form](#)
- l. Form K: [Minimum Qualification Requirements](#)
- m. Form L: [Reference Form – three \(3\) completed and signed by reference](#)
- n. Form M: [Unable to submit response](#)

- o. [Addenda, if any.](#)

6. Firm's Qualifications and Experience:

- a. Proposers must provide a description of the firm, including the size, range of activities, strength, stability, experience, awards, recognitions, etc.
- b. Describe the firm's experience and expertise in construction of Recreational Park facilities and similar facilities to this project.
- c. Describe in detail any other construction projects completed for public entities that support your firm's ability to complete this project.
- d. Describe what unique and extraordinary skills or qualifications your firm brings to this Project, including industry "Best Practices". How would the selection of your firm add value to the Project?
- e. Describe your company's resources and capabilities with respect to scheduling (specific computer programs), cost control, quality control, on site safety, minimizing change orders, and coordination with the A/E and the City. Does your firm use any web-based software for project management (i.e., Procore)?
- f. Describe your firm's experience and understanding regarding local subcontractors and bidding conditions. Explain how your firm stays current with the construction costs and bidding conditions in Southeast Florida.
- g. Describe your firm's in-house cost estimating and bidding staff resources and capabilities. Identify your company's procedures for preparing a Guaranteed Maximum Price (GMP) and how accurate is your firm in anticipating change orders based on submitted construction documents.
- h. Provide a list of government and private clients your firm has under contract through 2020. Please provide the amount of each contract and a brief description of the services, including the number of employees your firm is supervising on each project.
- i. Quality of references will be considered.

7. Project Manager(s) and Teams Experience/Qualifications:

- a. Provide comprehensive and detailed information of the experience and qualification of the individual(s) who are proposed to serve as Lead(s) on the project with the City. Include education, experience, expertise, past performance and any other pertinent information for the individual(s).

- b. Provide comprehensive and detailed information of the experience and qualification of the individual(s) who are proposed to serve as Project Managers(s) on the construction Include education, experience, expertise, past performance and any other pertinent information for the individual(s).
- c. Provide resumes of additional key management personnel and support staff. Include education, experience, expertise, past performance and any other pertinent information for the individual(s).

8. Project Management and Construction Approach:

- a. Provide your firms philosophy and approach to project management and coordination with the City, the design team, Architect, Landscape Architect and Engineer of Record and subcontractors. List any Construction management programs used for communication and dissemination of construction documents and how they benefit the firm in delivering projects on time and on budget.
- b. Firm's ability to meet project schedules, budgets, and clearly identify milestones and resources needed to complete the projects when awarded. Provide a detailed project schedule to address time lines when the project is awarded.
- c. Discuss Firm's ability to apply new technologies or approaches that may either reduce the cost and time frame or improve the quality of the project.
- d. Describe in detail the approach your firm will take on this project as it relates to:
 - i. Project mobilization
 - ii. Permitting
 - iii. Quality Control/Quality Assurance (design and construction)
 - iv. Security and safety
 - v. Request for Information (RFIs) and Submittals
 - vi. Meeting Minutes
 - vii. Cost controls and change order management
 - viii. Bidding and subcontractor relationships
 - ix. Inspections
 - x. Preparation/review of shop drawings
 - xi. Project punch list management and close-out

9. City of Hallandale Beach Local Vendor Preference (COHB LVP):

COHB LVP is not a requirement to participate in the RFP. Click link for description of [City of Hallandale Beach LVP](#) and process for application.

10. Florida Statute 287.055 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 the Proposing firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, the firm must submit proof of a valid certification from the Florida Department of Management Services Office of Supplier Diversity, this firm will receive two and a half (2.5) points for this criteria.

The submitted certification will be validated using the Certified Vendor Directory from the Florida Department of Management Services Office of Supplier Diversity website: <https://osd.dms.myflorida.com/directories>.

ORAL PRESENTATIONS:

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

Oral Presentations are to support what has been provided in the proposals by each Firm and to exhibit and otherwise demonstrate and clarify and expand on the information contained therein. The City reserves the right, where it may serve the City'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 RFP document which may be obtained online at www.cohb.org/solicitations.

SUBMITTAL DUE DATE AND INFORMATION:

RESPONSES ARE DUE: SEPTEMBER 30, 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.

Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is not open to the public every day.

For drop off of responses to this RFP the City Clerk's Office will be open Mondays and Wednesdays 8 am to 3 pm only. All must plan to obtain access to the City Clerk's Office without being late. No late responses will be accepted.

SEALED ENVELOPES MUST BE SEALED AND 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 2019-2020-009
CONSTRUCTION MANAGER AT RISK (CMAR) SUNRISE PARK

LATE PROPOSALS WILL NOT BE ACCEPTED

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE:

For this RFP the City is holding a Virtual Non-Mandatory Pre-Proposal Conference. The Virtual Non-Mandatory 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 Virtual Pre-Proposal Conference as a tool to be successful in responding to the City's project. The Virtual Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP. Questions will not be answered during this meeting. Proposers must submit all questions via email as stated below.

Virtual Non-Mandatory Pre-Proposal Conference is being held **SEPTEMBER 10, at 11:00 am.**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/83755232197?pwd=cHZCMWd0Sk1mTFQxaFNbYkFVRW1NUT09>

Passcode: 631991

Or join by phone: Dial (for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 837 5523 2197

Passcode: 631991

International numbers available: <https://us02web.zoom.us/j/kcG0wgrUsM>

LAST DAY FOR QUESTIONS AND CONTACT INFORMATION:

Any questions must be submitted via email only to alues@cohb.org no later **SEPTEMBER 15, 2020 at 11:00 am.**

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

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

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.

PROPOSAL BOND:

As per Procurement Code Section 23-12 (2) Security Bonds: Each proposer must provide with the submission a Proposal Guarantee/Bond security issued by a surety company licensed to do business in the state in the amount of \$25,000. The proposal bond is retained guaranteeing the firm submitting the proposal will not withdraw the proposal for such period of time as the Commission provides a Resolution for award of contract. Per Procurement Code Section 23-3, if firm withdraws the proposal, or awarded firm does not furnish bonds as required, and does not accept a contract that is awarded, the Proposal Guarantee Bond is forfeited.

PERFORMANCE AND LABOR MATERIALS PAYMENT BOND:

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

REQUEST FOR PROPOSALS (RFP) TENTATIVE SCHEDULE

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

RFP DOCUMENT RELEASED	AUGUST 24, 2020
<p style="text-align: center;"><u>VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE</u></p> <p>No questions will be answered during this meeting. See below submission of questions via email.</p> <p>Join from a PC, Mac, iPad, iPhone or Android device: Please click this URL to join. https://us02web.zoom.us/j/83755232197?pwd=cHZCMWd0Sk1mTFQxaFNbcFVRW1NUT09 Passcode: 631991</p> <p>Or join by phone: Dial(for higher quality, dial a number based on your current location): US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 Webinar ID: 837 5523 2197 Passcode: 631991 International numbers available: https://us02web.zoom.us/j/kcG0wgrUsM</p>	SEPTEMBER 10, 2020 11:00 AM
<p style="text-align: center;"><u>QUESTIONS DUE BY NO LATER THAN</u></p> <p>All questions must be emailed to alues@cohb.org and will be answered via addendum.</p>	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN SEPTEMBER 15, 2020 BY NO LATER THAN 11:00 AM
<p style="text-align: center;"><u>DEADLINE FOR RECEIPT OF PROPOSALS</u></p> <p><i>Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is not open every day. For drop off of responses to this RFP the City Clerk's Office will be open Mondays and Wednesdays 8 am to 3 pm only. See location below. Access to the building will require time for temperature taking, answering questions and will require face covering. All must plan for obtaining access to the City Clerk's Office without being late. No late responses will be accepted.</i></p>	<u>SEPTEMBER 30, 2020</u> <u>BY NO LATER THAN 11:00 AM</u>
<p style="text-align: center;"><u>RESPONSES MUST BE SUBMITTED TO</u></p> <p>Proposals mailed and dropped off to any other Department not received by the City Clerk's Office is deemed not received.</p>	CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – 2ND FLOOR SUITE 204 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL PRESENTATIONS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

FORMS:

Proposing Proposer must complete and include all the following forms within the proposal submission on the USB drive electronically in searchable .pdf format.

- a. Proposal Guarantee/Bond security issued by a surety company licensed to do business in the state in the amount of \$25,000.
- b. Form A: [Proposal Submitted by Form](#)
- c. Form B: [Variance Form](#)
- d. Form C: [Legal Proceedings Form](#)
- e. Form D: [Public Entity Crime Form](#)
- f. Form E: [Domestic Partnership Certification form](#)
- g. Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- h. Form G: [Drug Free Workplace Form](#)
- i. Form H: [Anti-Kickback Affidavit](#)
- j. Form I: [Confidentiality Form](#)
- k. Form J: [Request to Withdraw Proposal Form](#)
- l. Form K: [Minimum Qualification Requirements](#)
- m. Form L: [Reference Form – three \(3\) completed and signed by reference\)](#)
- n. Form M: [Unable to submit response](#)
- o. [Addenda, if any.](#)

FORM A: THIS PROPOSAL SUBMITTED BY:

COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	FAX NUMBER:
DATE OF RFP:	
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.



FORM B: VARIANCE FORM

The Proposer must provide and state any and all variances to this RFP, specifications, the Terms and Conditions 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. A City 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, Andrea Lues, via email alues@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, Terms and Conditions and Agreement may result in the City rescinding award of Contract.

If Firm has no Variances, Firm must state “None” below. This form must be provided back in Firm’s response.



FORM D: 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

FORM E: 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



FORM F: 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

FORM G: 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



FORM H: 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: _____



FORM I: 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



FORM J: 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 2019-2020-009 CMAR SUNRISE PARK.**

Signature

Title

Date: _____

Time: _____



FORM K: REFERENCE FORM MQR #4:

Please note: The references provided below must be the same as the projects/contracts provided for response to MQR # 4.

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.

Do not provide more than three (3) references.

REFERENCE CHECK FORM	
Please note that the information for the Projects/Contracts provided through references must be the same as the Projects/Contracts provided for MQR # 4.	
RFP # FY 2019-2020-009 CMAR SUNRISE PARK	
PROPOSING FIRM'S NAME(S):	
PROJECT NAME:	
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:	
PROVIDE SPECIFIC SERVICES THAT WERE AWARDED THROUGH THE CONTRACT. PLEASE BE SPECIFIC:	

Name of person providing reference information:		Phone:	
Title of person providing 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 project provided and completed by the Contractor?

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 Firm on Contract to complete all the work.



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

--

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

--

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

--



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

--

8. What were the Firms schedule as required by your agreement/contract.

--

9. Provide your level of satisfaction with the Firm's overall work? Would you hire the Firm again?

--

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 CITY by all prospective Proposers. The City of Hallandale Beach CITY 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 CITY.

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 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/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 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 CITY Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach CITY, 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 CITY/City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The CITY/City may terminate the Contract if the Contractor fails to comply with this section.

- (iv) The CITY/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 City/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/city matters, any previous principal, and/or client represented who has, at the time of registration, any pending matters involving the CITY/City, and the general and specific areas of lobbyist interest in any CITY/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/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/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 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/City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the CITY/City, and to defend, indemnify, by Counsel chosen by the CITY/City Attorney, the CITY/City and CITY/City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the CITY'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 CITY/City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

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

10. PERFORMANCE:

It is the intention of the CITY/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/CITY. The CITY/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/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/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/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 CITY/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/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 your Firm does not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the CITY/CITY mailing list, otherwise, your Firm's name will be removed from the CITY/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 Board of Director of the City of Hallandale Beach CITY, Florida and in case of default on the part of the successful Proposer or Firm, after such acceptance, the CITY/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 CITY 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/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/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/CITY also reserves the right to award the contract on such material the CITY/CITY deems will best serve its interests.

The CITY/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/CITY reserves the right to cancel any contract by giving

thirty (30) days written notice. **The CITY/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/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/CITY 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 CITY/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/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. PROTEST PROCEDURES:

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

(1) Time for Protest

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

(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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

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

(5) Authority to resolve protests

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

(6) Special Magistrate

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

prerequisite to the institution of any civil action regarding the same subject matter.

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 CITY/City. In determining a Proposer's responsibility and ability to perform the contract, the CITY/City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The CITY/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 CITY 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 CITY.

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](#).

31. SUSTAINABLE PRACTICE ADMINISTRATIVE POLICY:

The City of Hallandale Beach Administrative Policy 2009.002, Sustainable Practice Policy was approved by the City Manager on October 9, 2019. The Policy is to set a standard of sustainable, environmentally preferable, and resilient practices, purchases, and procurement made to demonstrate the City's commitment to environmental stewardship. Under the policy the city's purchases and procurements must meet certain sustainability qualifications including: (1) copy paper, cardboard, business cards, and office supplies must contain a minimum of 20% recycled content, (2) cleaning and janitorial products must be Green Seal certified including 100% post-consumer recycled content paper products, (3) appliances and electronics must be EnergyStar or EPEAT certified, (4) lighting and light fixtures must be EnergyStar certified, (5) HVAC systems and equipment must be EnergyStar certified whenever possible, (6) indoor and outdoor water fixtures and irrigation must be WaterSense certified, (7) fleet vehicles must be electric or hybrid wherever appropriate and, (8) capital and/or infrastructure projects with a lifespan of 30 years or more shall be designed to withstand 34 inches of sea level



rise by 2060, 81 inches of sea level rise if infrastructure's lifespan extends to 2100, and must be able to withstand corrosion caused by exposure to saltwater. Click to access [2009.004 Sustainable Practice Policy](#).

CITY OF HALLANDALE BEACH LOCAL VENDOR PREFERENCE (COHBLVP)

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

The City of Hallandale Beach Procurement Code, Section 23-6, Local Vendor Preference (LVP) may be granted by application of the guidelines below.

The COHBLVP is not a requirement of the RFP.

If a firm meets the definition of local vendor as defined below, firm must provide the documentation/paperwork requested below in order for the Procurement Department to grant the LVP status. Please note that the paperwork/documentation being requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.

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

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

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

In order to grant the Local City of Hallandale Beach Vendor preference, the firm must submit the specified paperwork/documents stated below and must provide the submittal of the LVP labeled as Exhibit A with all the following requirements for the firm(s), letters a-d below.

Firm must clearly label the LVP submittal “Local City of Hallandale Beach Vendor Preference”, Exhibit A. The submittal must include:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.
- d) The percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above. Exact type of service, or direct labor or a bona fide service that Local Vendor will provide to the project.

Tier 1 LVP:

A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased.

Documentation to provide to receive LVP Tier 1:**Business Tax License (BTL) from Hallandale Beach:**

The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date. The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation.

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

Tier 2 LVP:

A Tier 2 "local City of Hallandale vendor" shall mean a business within the City limits that has a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

Documentation to provide to receive LVP Tier 2:**Business Tax License (BTL) from Hallandale Beach:**

The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date.

Tier 3 LVP:

A Tier 3 “local City of Hallandale vendor” shall mean a resident which has a valid homestead from Broward County Property Appraiser’s in the City’s limits at least one (1) year prior to the bid or proposal due date. Additionally, the resident owns a business outside of the City limits. The valid Business Tax Receipt shall have been issued at least one (1) year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the Business Tax Receipt must be submitted with response to the solicitation.

Documentation to provide to receive LVP Tier 3:**Homestead in Hallandale Beach:**

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

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

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

Process to apply the Local Vendor Preference to Competitive Proposal.

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

Evaluation Points – Local Vendor Preference**The points shall be awarded as follows:**

Tier 1 Local Vendor Preference: If 100% through 50% of the Project Work submitted as a response to a solicitation will be provided and performed by a Tier 1 Local Vendor then the firm will receive, through the evaluation process, a total of ten (10) points.

Tier 2 Local Vendor Preference: If 49% through 20% of the Project Work submitted as a response to a solicitation will be provided and performed by a Tier 2 Local Vendor then the firm will receive, through the evaluation process, a total of five (5) points.

Tier 3 Local Vendor Preference: If 19% through less than 5% of the Project Work submitted as a response to a solicitation, will be provided and performed by a Tier 3 Local Vendor then the firm will receive, through the evaluation process, a total of two and half (2.5) points.

	Total project work to be performed	Total Points awarded
Tier 1 Local Vendor	100 % to 50%	10
Tier 2 Local Vendor	49% to 20%	5
Tier 3 Local Vendor	19% to less than 5%	2.5

The percentage of Tier 1, Tier 2 or Tier 3 local vendor participation will be calculated by the proposer's cost and/or expenditure percentage (%) of the Project Work to be provided and performed by a local Tier 1, Tier 2 or Tier 3 local vendor subcontractor for providing direct labor or a bona fide service, submitted and identified in the proposal.

Exemptions to Tier 1, Tier 2 and Tier 3.

The City will not count toward a proposer Tier 1, Tier 2 or Tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:

- a) The proposer, either directly, or through any other company or firm owned or controlled by the proposer.
- b) Any nonlocal business.
- c) A Tier 1, Tier 2 or Tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual agreement with the intent of collecting a broker's fee or commission. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.
- d) Participation by a Tier 1, Tier 2 or Tier 3 local business shall not be considered and the Tier 1, Tier 2 or Tier 3 local vendor shall be disqualified if the owner of the Tier 1, Tier 2 or Tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a City contract.