



**CONTRACT DOCUMENTS**

**AND**

**TECHNICAL SPECIFICATIONS**

**FOR**

**BID # FY2012-2013-009**  
**FURNISHING AND INSTALLATING PLANTS**  
**THREE ISLANDS BOULEVARD MEDIANS**

**Prepared by:**  
**City of Hallandale Beach**  
**Procurement Department and**  
**Public Work/Utilities & Engineering Department**

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**NOTICE TO PROSPECTIVE PROPOSERS**

The 100% landscape plans were prepared by Bermello Ajamil & Partners Inc. The plans are available on the City's website as Exhibit A, [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

**DUE DATE AND SUBMITTAL:**

**Responses are due: Monday, August 9, 2013 by no later than 11:00 A.M.**

**RESPONSES SHALL BE SUBMITTED IN SEALED ENVELOPES.**

**RESPONSES MUST BE MAILED OR HAND DELIVERED TO:**

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 SOUTH FEDERAL HIGHWAY – 2 <sup>ND</sup> FLOOR
HALLANDALE BEACH, FL 33009
TITLED: BID # FY 2012-2013-009
FURNISHING AND INSTALLING PLANTS FOR THREE ISLANDS BLVD MEDIANS

**Non-Mandatory Pre-Bid Conference to be held on Friday, July 19, 2013 at 10:00 AM, City Hall, Room 257.**

**This meeting is to review the Bid package and scope of work. Clarifications will be provided. You will be able to ask questions at this meeting.**

**QUESTIONS:**

Any questions are to be submitted via email to [alues@cohb.org](mailto:alues@cohb.org) by no later than **Friday, July 19, 2013 by 5:00 pm.**

**REFERENCES:**

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project.

Each firm responding to this bid must provide five (5) verifiable references for projects of similar scope as outlined in this bid.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a. Name of firm-company for which work was provided.
- b. Name of Reference (Project Manager) charged with managing said project.
- c. Type of project. Year project started and was completed.
- d. Dollar amount of project, including change orders.
- e. Phone # for Reference (Project Manager).
- f. Updated email address for Project Manager.

**INSTRUCTIONS FOR SUBMITTAL OF RESPONSES**

1. Firms are to submit responses on a thumb drive that is searchable in adobe format. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" process test each thumb drive before it is submitted. **Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drive. Provide three (3) thumb drives with your firm's submittal.**

2. Hardcopy (paper) submittal of Bid Guarantee/Bond.

a. Bid Guarantee/Bond. Each proposer must provide with the submission a Bid Guarantee/Bond in the form of a Certified Check, or Cashier's Check, or Bid Bond in the amount of five percent (5%) of the total proposed project price, payable to the City of Hallandale Beach.

b. A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter.

3. One (1) original hardcopy (paper form) of the Scheduled of **Bid Price Sheets on page 33 of Bid solicitation.**

**CONTRACT TERM:**

The Contractor will have thirty days (30) days from the date specified in the Notice to Proceed Letter to complete the work.

**CONTRACT PRICE:**

The submittal responses shall be valid until such time as City Commission awards a contract as a result of this bid.

**CONFLICT OF INTEREST:**

If you are an employee, board member, elected officials or an immediate family member of any such person, please indicate the relationship. 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.

**CONE OF SILENCE:**

The City of Hallandale Beach City Commission adopted Ordinance No. 2013-03, which created Section 23-13 imposing a Cone of Silence for City purchases of goods and services. The Cone of Silence refers to limits on communications held between Proposers and Proposers' representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

**SAMPLE FORM CONTRACT:**

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

**CONTRACT FOR EXECUTION:**

Attached to this bid is the agreement that contains the terms and conditions that the awarded Contractor must be able to abide by and execute upon award of this contract. The legal terms and conditions will bind the awarded Contractor until completion of the Contract.

**ESTIMATED BUDGET FOR THIS PROJECT IS \$75,000.00**

**RETURN COMPLETE CITY BID PACKAGE FORMS AS FOLLOWS:**

- CERTIFICATE OF COMPETENCY
- STATE CERTIFICATION (IF APPLICABLE TO THIS PROJECT)
- DOMESTIC PARTNERSHIP FORM
- SCHEDULE OF BIDDER'S PRICES
- DRUG FREE WORKPLACE FORM
- BID TENDER FORM
- PUBLIC ENTITY CRIME FORM
- SUPPLEMENT TO BID/TENDER FORM

**BID DOCUMENTS DOWNLOAD INSTRUCTIONS:**

The City of Hallandale Beach Procurement Department prefers that the BID # FY2012-2013-009 Furnishing and Installing Plants for Three islands Boulevard Medians and the plans for this project be obtained through the City of Hallandale Beach Website at [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

For questions regarding this solicitation email the Procurement Department at [procurement\\_department@hallandalebeachfl.gov](mailto:procurement_department@hallandalebeachfl.gov) or fax written requests to (954) 457-1342.

**END OF SECTION**

UNABLE TO SUBMIT A BID RESPONSE? We sincerely hope this is not the case. If your firm cannot submit a BID at this time, please provide the information requested in the space provided below and return:

WE \_\_\_\_\_ HAVE RECEIVED THE BID  
COMPANY NAME

WE ARE UNABLE TO RESPOND TO THE BID AT THIS TIME DUE TO THE FOLLOWING REASONS:


**COMPLETE INFORMATION BELOW:**

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: (    )	
EMAIL ADDRESS:	

<b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:</b>
<b>CITY OF HALLANDALE BEACH</b>
<b>GENERAL SERVICES/PURCHASING DEPARTMENT</b>
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: BID #FY2012-2013-009 FURNISHING AND INSTALLATING</b>
<b><u>PLANTS THREE ISLANDS BLVD MEDIANS</u></b>

**LIST OF ADMINISTRATORS**

<b>1.</b>	<b>CITY MANAGER</b>
	<b>Renee C. Miller, City Manager</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1300</b>
<b>2.</b>	<b>DEPARTMENT OF PUBLIC WORKS AND UTILITIES &amp; ENGINEERING, DIRECTOR</b>
	<b>Steven Parkinson</b>
	<b>630 NW 2<sup>nd</sup> Street</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1623</b>
<b>3.</b>	<b>DEPARTMENT OF PUBLIC WORKS AND UTILITIES &amp; ENGINEERING</b>
	<b>John Chidsey, Operations Manager Public Works</b>
	<b>630 NW 2<sup>nd</sup> Street</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-3045</b>
<b>4.</b>	<b>DEPARTMENT OF PUBLIC WORKS AND UTILITIES &amp; ENGINEERING</b>
	<b>Gary Gibson, Operations Manager Public Works</b>
	<b>630 NW 2<sup>nd</sup> Street</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1618</b>
<b>5.</b>	<b>PROCUREMENT DIRECTOR</b>
	<b>Andrea Lues</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1332 (OR)</b>
<b>6.</b>	<b>PROCUREMENT SENIOR SPECIALIST</b>
	<b>Joann Wiggins</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1331</b>



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**BID TENTATIVE SCHEDULE**

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

<b>RELEASED TO SUN-SENTINEL</b>	<b>WEDNESDAY, JULY 3, 2013</b>
<b>BID ADVERTISING DATE</b>	<b>FRIDAY, JULY 12, 2013</b>
<b>BID DOCUMENT RELEASED</b>	<b>FRIDAY, JULY 12, 2013</b>
<b>NON-MANDATORY PRE-BID CONFERENCE</b>	<b>FRIDAY, JULY 19, 2013 AT <u>10:00 AM</u></b>
<b>QUESTIONS</b>	<b>WILL BE ANSWERED AT THE NON-MANDATORY PRE-BID CONFERENCE SCHEDULED ON FRIDAY, JULY 19, 2013 AT <u>10:00 AM</u></b>
<b>LAST DATE FOR RECEIPT OF WRITTEN QUESTIONS VIA EMAIL</b>	<b>FRIDAY, JULY 19, 2013 BY NO LATER THAN <u>5:00</u> <u>PM</u></b>
<b>BID DEADLINE FOR RECEIPT OF PROPOSALS</b>	<b>FRIDAY, AUGUST 9, 2013 BY NO LATER THAN <u>11:00 AM</u></b>
<b>CONTRACT AWARD BY CITY COMMISSION – ESTIMATED</b>	<b>TO BE DETERMINED</b>
<b>PROJECT START DATE – ESTIMATED</b>	<b>TO BE DETERMINED</b>

**END OF SECTION**

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## **CITY OF HALLANDALE BEACH INVITATION TO BID**

**NOTICE TO BIDDER:** SEALED BIDS WILL BE RECEIVED ON THE DATE, AND AT THE PLACE, AND FOR THE ITEMS LISTED ON THE ATTACHED CITY BID FORMS. AFTER TABULATION AND REVIEW, AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE CITY COMMISSION FOR AWARD OF CONTRACT AT A COMMISSION MEETING.

### **PURPOSE OF BID:**

The City of Hallandale Beach is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to furnish and install plants at Three Islands Blvd. Medians.

### **BACKGROUND INFORMATION**

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 35,000. The City's fiscal year begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.

### **1. SUBMISSION AND RECEIPT OF BIDS:**

- Bids to receive consideration, must be received on or prior to the specified time and date.
- Unless otherwise specified, bidders MUST use the proposal form(s) or format furnished by the City, failure to do so may be cause for rejection of bid. Removal of any part of the bid items may invalidate bid.
- Proposal having any erasure or corrections MUST be initialed by the bidder in INK. Bids shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

### **2. PUBLIC BID DISCLOSURE ACT:**

FLORIDA STATUE CHAPTER 218.80: City's permits or fees, including, but not limited to all license fees, permits fees, impact fees, or inspection fees, payable by the contractor to the City are as follows: NOT REQUIRED FOR THIS PROJECT.

### **3. WARRANTIES FOR USAGE:**

Whenever a bid is sought, seeking a source of supply for a specified period of time for materials or services, the quantities or usage shown are ESTIMATED ONLY. No guarantee or warranty is given or implied by the City as to the total amount that MAY OR MAY NOT be purchased from any resulting contract(s). These quantities are for bidders information ONLY and will be used for tabulation and presentation or bid and the City reserves the right to increase or decrease quantities as required.

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**4. BIDS ACCEPTANCE PERIOD:**

Bidder warrants by virtue of bidding the prices, terms and conditions quoted in the bid, bid will remain firm and valid until such time as City Commission awards a contract as a result of this bid.

**6. DELIVERY POINT:**

All items shall be delivered F.O.B. destination (i.e., at a specific City of Hallandale Beach address), and delivery costs (if any) will be included in the bid price. Failure to do so may be cause for rejection of the bid.

**7. PAYMENT (TERMS):**

Payment will be made ONLY after receipt and acceptance of materials/services.

**8. BRAND NAMES:**

If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quantity of materials ONLY. Since the City does not wish to exclude other competition and equal brands or makes, the phrases "OR APPROVED EQUAL" is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the sole judge concerning the merits of bids submitted.

**9. SAMPLES AND DEMONSTRATIONS:**

Evidence in the form of samples may be requested when required if brand is other than specified. Such samples are to be furnished after the date of the bid opening only, upon requested by City, unless otherwise stated in the bid forms. If samples shall be requested, such samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, upon written request will within thirty (30) days of bid award be returned at the bidders expense.

**10. QUALITY:**

All materials for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be NEW. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

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**11. ACCEPTANCE OF MATERIAL:**

The item(s) delivered under this proposal shall remain the property of the seller until physical inspection and actual usage of the item(s) and/or services are made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with the specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product(s) to the seller at the seller's expense.

**12. VARIATIONS TO THE SPECIFICATIONS:**

For purposes of evaluation, bidder MUST indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

**13. DELIVERY:**

Time will be of essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time specified on the bid proposal form.

**14. DEFAULT PROVISION:**

In case of default by the successful bidder contractor, the City of Hallandale Beach may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

**15. PRICING:**

Prices shall be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid UNIT PRICE quoted will govern.

**16. MANUFACTURE'S WARRANTIES:**

All bidders shall provide manufacture's warranty on labor and materials prior to award. Such warranty will indicate time period of guarantee. In addition to manufacturer's warranty, bidders will also provide their own warranty on labor and materials.

**17. COPYRIGHTS AND/OR PATENT RIGHTS:**

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

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**18. SAFETY STANDARDS:**

The bidder warrants that the service and products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract.

**19. TRENCH SAFETY ACT:**

Bidders must be in compliance with requirements as outlined per Florida Statutes Chapter 553.60 through 553.64, if applicable to this project.

**20. TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasure Department I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Beach Purchase Order. Exemption Certificate provided on request.

**21. FAILURE TO QUOTE:**

If you do not quote, please return the form, "UNABLE TO SUBMIT A BID", stating thereon and request that your name be retained on the City mailing list, otherwise, your name may be removed from the City bid mailing list.

**22. MANUFACTURER'S CERTIFICATION:**

The City of Hallandale Beach reserves the right to request from bidders, separate manufacturer certificate of all statements made in the proposal.

**23. SIGNED BID CONSIDERED AN OFFER:**

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

**24. LIABILITY, INSURANCE, LICENSES AND PERMITS:**

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

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**25. RESERVATION FOR REJECTION AND AWARD:**

The City of Hallandale Beach, reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re bids for the required materials. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice.

**26. PROCESSING OF RESPONSES TO BIDS AND PROPOSALS:**

Sealed Bids or Proposals by the City of Hallandale Beach shall be opened, evaluated, negotiated and awarded, as applicable, in accordance with State Statutes, the City Charter, Code of Ordinances, and any City Administrative Policies. No company and/or firm may discuss procurement for goods or services with members of the City Commission City Municipal Code of Ordinances and City Charter. Failure to comply may be cause for rejection of the proposal.

**27. 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.

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

**28. 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,

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- respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;
- (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
  - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and city commission and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - (2) Duly noticed pre-bid/proposal conferences and site inspections;
  - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City manager presents his/her written recommendation to City Commission;
  - (4) Emergency procurements;
  - (5) Communications with the City Attorney;
  - (6) Sole source procurements;
  - (7) Those purchases that are exempted from competitive requirements in accordance with section 23-7
  - (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;

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



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**29. LOBBYIST REGISTRATION:**

**Registration:**

Every lobbyist shall file the registration with the City Clerk's office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

**Annual registration:**

Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on city matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

**30. SILENCE OF SPECIFICATIONS:**

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

**31. BID ATTACHMENTS:**

A bid response to an Invitation-To-Bid, which has attached a condition of sale or any other attachments, which alters the specifications, conditions, term or makes it subordinate, may be cause for rejection.

**32. INSURANCE REQUIREMENTS FORM CONTRACT:**

ARTICLE 5: Pages 56-58.

**33. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

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

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

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

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

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

**34. SCRUTINIZED COMPANIES**

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the company 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.

**35. LOCAL CITY OF HALLANDALE BEACH VENDOR**

Applicability of the Local City of Hallandale Beach Business Preference is in accordance with Ordinance 2013-03. If your firm is utilizing this preference your firm must clearly state which Tier it is applying to the Bid and it must be clearly provided with the response.

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.

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. Proof of the homestead must be submitted with the

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response to the solicitation. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

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, 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.

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. Proof of homestead must be submitted with the response to the solicitation. Additionally, the resident owns a business outside of the City limits. The valid business tax license 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 license must be submitted with response to the solicitation.

Applicability of the Local City of Hallandale Beach Business Preference is in accordance with Ordinance No. 2013-03.

### **36. DOMESTIC PARTNER BENEFITS REQUIREMENT**

A requirement for the City of Hallandale Beach contractors to provide equal benefits for Domestic Partners. A Domestic Partner Benefits Requirement is a requirement for 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. All firms must complete and provide with their responses the Domestic Partnership Certification Form.

#### **Equal Benefits Requirements**

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify by providing the Domestic Partnership Certification Form, 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 Domestic Partnership Certification Form shall be signed by an authorized officer of the Contractor and submitted with the solicitation response. Failure to provide the Domestic Partnership Certification Form shall result in a Contractor being deemed non-responsive.

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

## Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
  1. Where only one (1) solicitation response is received.
  2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

### **37. TAX SAVINGS DIRECT PURCHASES (TSDP)**

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the City, in which private firms install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes. The City will implement the TSDP for projects of \$1 million or above.

**END OF SECTION**

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**00100     INSTRUCTIONS TO BIDDER**

1.     **General:** The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These instructions have equal force and weight with other portions of the Bid Project Document and strict compliance is required with all the provisions contained herein.
  
2.     **Minimum Qualification Requirements:**  
**Not applicable.**
  
3.     **Purpose:** The City of Hallandale Beach, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide custodial services for various locations in the City.
  
4.     **Scope of Work:** The work set forth within this bid document includes the furnishing of all labor, materials, equipment, tools, services and incidentals.
  
5.     **Schedule of Work Hours:**  
  
See technical specifications.
  
6.     **Location of Work:**  
  
See technical specifications.
  - 6.1.     **Additional Information:** 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 35,000. The City's fiscal year begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.
  
7.     **Examination of Bid Project Document and Site:** It is the responsibility of each Bidder before submitting a Bid, to:
  - 7.1.     Examine the Bid Project Document thoroughly,
  - 7.2.     Visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,
  - 7.3.     Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work,
  - 7.4.     Study and carefully correlate Bidder's observations with the Bid Project Document, and
  - 7.5.     Notify City of all conflicts, errors or discrepancies in the Bid Project Document.

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The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception the Bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences of procedures of construction as may be indicated or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

8. **Interpretations:** All questions about the meaning or intent of the Bid Project Document are to be directed to the City. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by City as having received the Bidding Documents.
9. **Submitting Bids:** All bids must be received at the City of Hallandale Beach, City Clerk's Department – Executive Offices, 400 South Federal Highway, 2<sup>nd</sup> Floor, Room 239, Hallandale Beach, Florida 33009, before the time and date specified for bid opening, enclosed in a sealed envelope, legibly marked on the outside.
10. **Printed Form of Bid:** All bids must be made upon the blank bid tender form attached hereto and should give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.
11. **Bid Guaranty:** All bids shall be accompanied by either a bid bond executed by a Surety company meeting the qualifications for Surety companies by cash, money order, certified check, cashier's check, irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to 5 percent (5%) of the total bid price, payable to the City of Hallandale Beach. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED VALID BID GUARANTY. Guaranty of the successful Bidder shall be forfeited to the City of Hallandale Beach not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Insurance Certificate, or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

**Qualification of Surety:** For projects of \$500,000.00 or less, the City may accept a Bid Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit so certifying should be submitted with the Bid Bond.

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More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

12. **Acceptance or Rejection of Proposals:** The City reserves the right to reject any or all bids. Reasonable efforts will be made to promptly award the Contract after bid opening date. A Bidder may withdraw his/her bid in writing to: City of Hallandale Beach, Procurement Department, 400 South Federal Highway, Room 242; Hallandale Beach, Florida 33009. **ATTENTION: BID # 2012-2013-009 WITHDRAWAL.**
  
13. **Time for Executing Contract and Providing Required Documentation:** Any Bidder whose bid is accepted shall execute the contract and furnish the required Certificate(s) of Insurance within the time specified. Upon the failure of the Bidder to execute the Contract and provide the required Certificate(s) of Insurance within fifteen (15) days after receipt of Notification of Award the Bidder shall pay to the City the sum of \$500.00 for each calendar day beyond the time specified as liquidated damages.  
  
By execution of the Contract, Contractor agrees that said amount of liquidated damages shall be set forth in a change order and deducted from the first partial payment made to the Contractor for the work done under the Contract.  
  
If the Bidder fails to execute the contract and furnish the required Certificate(s) of Insurance by the time specified, the Bidder shall forfeit the Bid Guaranty.
  
14. **Determination of Award:** Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the contract shall be awarded by the City to the 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. The Contract may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and the City's regulations, the more stringent regulations concerning the determination for award shall apply.
  
15. **Price:** The price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees and applicable taxes, necessary or proper for the completion of the work except as may be otherwise expressly provided in the Bid Project Document.
  
16. **Availability of Funds:** The obligation of the City of Hallandale Beach under the award/contract is subject to the availability of funds in accordance with the annual budget.



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17. **Contract Price:** Prices are requested for items listed on the Schedule of Bid Prices. No price increase will be accepted during all of the Contract years.

18. **Contractor Response Time for Each Discipline on Schedule of Bidder's Prices:**  
Not applicable.

19. **Contract Term:**

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

20. **Time Frame for completion of Project Phases:**  
Not applicable.

21. **Postponement of Date for Presenting and Opening of Bids:** The City reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven days written notice of any such postponement to each prospective Bidder.

22. **Qualifications of Bidders:** Bids shall be considered only from firms normally engaged in performing the type of work specified within the Bid Project Document. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City.

In determining a Bidder's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Bidder. The City has the right to conduct further investigation of the firm's responsibility. The unreasonable failure of bidder 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 bidder or firm.

**At the time of submitting the bid, Bidder must be in compliance with Chapter 9 of the Broward County Code of Ordinances and the laws of the State of Florida as they relate to Certificates of Competency.**

**Each Bidder should submit with the bid a copy of his or her Certificate of Competency and/or state registration. If your firm does not have the certificate of competency please access the Broward County Ordinances link and click Chapter 9 for requirements.**

**<http://www.municode.com/resources/gateway.asp?pid=10288&sid=9>**

The Director of Procurement shall determine whether the evidence of bidder responsiveness is satisfactory and will make awards only when such evidence is deemed satisfactory.

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The City of Hallandale Beach reserves the right to reject bids when evidence indicates Bidder's inability to perform the contract.

- 23. Addenda and Modifications:** All addenda and other modifications to the documents made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Bid Project Document. City shall make reasonable efforts to issue addenda within seven days prior to bid opening.

If any addenda are issued, the City will attempt to notify prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage: [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

It is the Bidder's responsibility to check the website or contact the General Services/Purchasing Department prior to the proposal submittal deadline to ensure that the Bidder has a complete bid package.

- 24. Occupational Health and Safety:** The Contractor and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

The Contractor shall designate a responsible member of his or her organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City Engineer.

Until acceptance of the work by the City, it shall be under the charge and in care of the Contractor and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work.

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The Contractor shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

- 25. Retainage:** Retainage is applicable to Construction Contracts Only. The Contractor agrees that ten percent (10%) of monies earned by Contractor shall be retained by City until fifty percent (50%) completion of the project. After 50% completion of the project and prior to Final Payment, City shall retain five percent (5%) of monies earned by Contractor.

The City may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute 255.078 (6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City or Contractor.

- 26. Vendor Note:** State of Florida Divisions of Corporation (Sunbiz). If the company president does not sign the (Bid) Contract, there must be a Secretary's Certificate Form provided to the City of Hallandale Beach, Florida indicating designee signing has the authority to sign.

All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement, without regard to Florida's conflict of law's principles. Trial by jury is hereby waived by the parties.

**END OF SECTION**

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**00200.      DEFINITIONS:**

Definitions: Whenever the following terms or pronouns in place of them appear in the Bid Documents, the intent and meaning shall be interpreted as follows:

1.     Bidder: Any individual, firm, qualified joint venture or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
2.     Change Order: A written document ordering a change in the Contract Price or Contract Time or a Material Change in the Work.
3.     CITY or Owner: City of Hallandale Beach, Florida, a Municipal Corporation which is a party hereto and for which this Contract is to be performed. In all respects hereunder, CITY'S performance is pursuant to CITY'S capacity as the owner of a construction project. (In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Contract.)
4.     City Commission: The City Commission of the City of Hallandale Beach, Florida, its successors and assigns.
5.     City Project Manager: The City's individual designated to coordinate with the contractor. Engineer or designee employed full time by the City and assigned to specific aspects of the project
6.     Claim: Any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, extension of contract time, property, or services made to any employee, officer, or agent of the CITY, or to any contractor, grantee, or other recipient if any portion of the money, time extension, property, or services requested or demanded was or will be issued from, or was provided by the CITY.
7.     Consultant: To be determined on a project basis.
8.     Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages, and the General Conditions of the Contract.
9.     Contract Administrator: The City Engineer or Designee expressly designated as Contract Administrator in writing by the Director of Public Works, Utilities and Engineering.
10.    Contract Documents: The Bid Documents including specifications, the Notice for Bids, Addenda, if any, to the Bid Project Document, the Bid Tender Form, the record of the award by the City, the Performance Bond and Payment Bond, the Notice of Award, the

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Notice to Proceed, the Notice to Proceed with the Work, the Purchase Order, Change Orders, Field Orders, Supplemental Instructions, and any additional documents the submission of which is required by this Bid Documents and the Contract are the documents which are collectively referred to as the Contract Documents.

11. Contract Price: The original amount established in the bid submittal and award by the City, as may be amended by Change Order.
12. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 2 of the Contract, as may be amended by Change Order.
13. CONTRACTOR: The person, firm, qualified joint venture, or corporation with whom the City of Hallandale Beach has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
14. Environmentally Preferable Cleaning Products: Not applicable.
15. Green Cleaning: Not applicable.
16. Notice To Proceed: Written notice to CONTRACTOR authorizing the commencement of work as provided for by the Contract.
17. Project Initiation Date: The date upon which the Contract Time commences.
18. Subcontractor: A person, firm, qualified joint venture, or corporation having a direct contract with CONTRACTOR including one who furnishes material systems, or assemblies worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
19. Work: The services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

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## **TECHNICAL SPECIFICATIONS**

### **SECTION 1: SCOPE OF WORK**

This project consists of installing plants in the medians on Three Islands Boulevard. The work shall include furnishing all necessary materials and performing all necessary work such as excavation of plant holes, salvaging top soil, potting, transplanting, backfilling, pruning, mulching, watering, heeling in, fertilizing, wrapping, support staking, rodent protection and anti-desiccant, disposing of surplus waste materials, necessary care and required replacements pending acceptance, and such work necessary or incidental thereto to complete the item in accordance with the plans, specifications and contract.

Each firm responding to this bid must provide the following information:

- **In order to be considered Firms must have five (5) years' experience and have provided the scope of work as outlined in this bid. Please provide a copy of your firm's Sunbiz to confirm # of years of incorporation to confirm. Sunbiz website is <http://www.sunbiz.org/search.html>.**
- **Provide applicable State, County and/or City licenses to perform the scope of work.**

### **REFERENCES:**

The City will conduct reference checks as component of due diligence to determine the capability of the firms to perform the requirements of the project the City will conduct reference checks.

Each firm responding to this bid must provide five (5) verifiable references for projects of similar scope as outlined in this bid.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

1. Name of firm-company for which work was provided.
2. Name of Reference (Project Manager) charged with managing said project.
3. Type of project. Year project started and was completed.
4. Dollar amount of project, including change orders.
5. Phone # for Reference (Project Manager).
6. Updated email address for Project Manager.

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Three Island Blvd. Medians:

The Three Island Boulevard medians consist of 31,628 square feet of vegetation. The sod shall be removed and excess soil to allow planting of shrubs and two and one half (2.5) inches of mulch not to exceed the height of the curb. Damage done to existing irrigation and up lighting electrical service shall be the Contractor's responsibility to repair. Existing thriving coco plum can be utilized in the rehabilitation project and does not need to be removed or relocated. Contractor shall install sixty-five hundred (6,500) coco plum with a minimum over all height of eighteen (18) inches. These plants are to be planted eighteen (18 ) inches on center to appear full and planted curb to curb. The tips on the five (5) largest medians will be planted with flowers twelve (12) inches on center totaling fifteen-hundred (1500) plants. Flowers will be determined by season planted. Flower beds will be of different sizes and shapes depending on median design. Two and one half (2.5) inches of mulch shall be installed by Contractor upon completion of plant replacement.

Breakdown of work:

1. Remove sod and soil to a depth of three (3) inches.
2. Repair any and all damaged irrigation and up lighting services done by excavation.
3. Install sixty-five hundred (6,500) coco plum shrub minimum eighteen inch (18) height twenty inches (20) on center.
4. Install fifteen hundred (1,500) flowers in ten (10) predetermined beds.
5. Install two and one half (2.5) inches of mulch.
6. All plants shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adult eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth. Containerized plants shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants shall not be pot bound, nor have kinked, circling or bent roots. Plants shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum specified size. Plants that meet measurements but do not possess a normal balance between height and spread shall be rejected. The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of City of Hallandale Beach. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures and equipment.

### Acceptance and Guarantee

Upon completion of all required planting, the Project Manager will make an inspection of the work. All plants which are dead or found not to be in a normal, healthy condition or do not conform to specifications, in the judgment of the Project Manager will not be accepted. All rejected work shall be replaced by the Contractor, including removal and repair of all work affected by the replacement, at no cost to the City.

All replacement plantings are to be selected and tagged by the Project Manager prior to being brought to the job site. It is the responsibility of the Contractor to notify the Project Manager forty-eight (48) hours prior to any replacement plantings as to what they are to be planting and in what location.

Following the completion of the replacements, the Project Manager will make a re-inspection prior to final acceptance.

The Contractor shall guarantee the plant material under this contract for a period of ninety (90) days from the date of final acceptance from the date of Commission Contract Award.



**BID PRICE SHEET**

Prices are valid for a period of 180 days.

Note, item # 5 and # 6 below, irrigation and electrical repairs contingency, are for repairs which will be approved by the Project Manager.

	<b><u>Commodity Description</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Amount of commodity needed</u></b>	<b><u>Total Cost</u></b>
1.	Chrysobalanus Icaco Red Tip (Red Tip Cocoplum)		6,500	\$
2.	Roystonee elata		1	\$
3.	Annuals depending on season		1,500	\$
4.	Nephrolepis falcate		675	\$
5.	Aechmea blanchetiana		9	\$
6.	Dianella tasmanica 'variegata'		1704	
7.	Acalypha pendula 'dwarf'		1303	
8.	Mulch	Cubic yard	300	\$
9.	Soil (50 x 50)	Yards	100	\$
10.	Irrigation Repair Contingency (see note above)			
11.	Electrical Repair Contingency (see note above)			

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Company Name  
 Date

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## **FORMS**

**ALL FIRMS' MUST COMPLETE, SIGN AND RETURN ALL FORMS WITH THE FIRM'S SUBMITTAL.**

**CHECK LIST: [ ✓ ]**

	<b>DOMESTIC PARTNERSHIP CERTIFICATION FORM</b>
	<b>DRUG-FREE WORKPLACE FORM</b>
	<b>BID/TENDER FORM</b>
	<b>PUBLIC ENTITY CRIME FORM</b>
	<b>SUPPLEMENT TO BID/TENDER FORM</b>

**City of Hallandale Beach  
Domestic Partnership Certification Form**

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

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

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

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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:

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(type of ID)

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Signature of Notary

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Commission expires

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Print Name of Notary Public

Seal Below:

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**BID/TENDER FORM**

<b>SUBMITTED BY:</b>
<b>DATE:</b>

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully of all conditions pertaining to the place where the work is to be done; that he has examined the Bid Project Document and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that he has satisfied himself about the work to be performed; and that he has submitted the required Bid Guaranty and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with the City of Hallandale Beach, a political subdivision of the State of Florida, on the form attached hereto, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the work covered by this bid and other Contract Documents for the project entitled: **BID #FY 2012-2013-009: Furnishing and Installing Plants at Three Islands Blvd Medians.**

The undersigned further agrees that the Bid Guaranty accompanying the bid shall be forfeited if he fails to execute said Contract, or fails to furnish the required Bid Bond or fails to furnish the required Certificate(s) of Insurance within the time specified in the Notice of Award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the CITY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two years from doing business with CITY; except as stated below:


ADDENDUM ACKNOWLEDGEMENT is hereby made of the following addenda (identified by number) received since issuance of the Bid Project Document:

ADDENDUM NUMBER:	DATE ISSUED:

Attached is a Bid Bond for the sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder:	
Address:	
City:	
State:	
Zip Code:	
Telephone Number:	
Type or Print Authorized Person Name:	
Social Security No. or Federal ID Number:	
Bradstreet No.: (if applicable)	

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If a partnership, name and addresses of partners:


Sign below if not incorporated)

\_\_\_\_\_  
(Type or Print Name of Bidder)

WITNESSES:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name of Signed Above)

(Sign below if incorporated)

\_\_\_\_\_  
(Type or Print Name of Corporation)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Signature and Title)



(CORPORATE SEAL)

\_\_\_\_\_  
(Type or Print Name Signed Above)

Incorporated under the laws of the State of:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name of Signed Above)

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**PUBLIC ENTITY CRIME FORM**

**NOTICE TO BIDDERS**

**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 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, suppliers, 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 \_\_\_\_\_, 2013

**SUPPLEMENT TO BID/TENDER FORM**

**QUESTIONNAIRE**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1.	How many years has your organization been in business as a Contractor?
2.	What is the last project of this nature that you have completed?
3.	Have you ever failed to complete the work awarded to you? If so, where and why?

4.	List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures).
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Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion To Date

(Continue list on insert sheet, if necessary)

5.	Has the Bidder or his or her representative inspected the propose project and does the Bidder have a complete plan for its performance?
6.	Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

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The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

7.	What equipment do you own that is available for the work?
8.	What equipment will you purchase for the proposed work?
9.	What equipment will you rent for the proposed work?

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10.	State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
11.	State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a trade name, state the names of the individuals who do business under the trade name).
11.1	The correct name of the Bidder is
11.2	The business is a (Sole Proprietorship); (Partnership); (Corporation).
11.3	The address of principal place of business is
11.4	The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

11.5.	List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
11.6	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
11.7	List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
11.8	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification number; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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11.9	List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor or organization(s) were defendants.
11.10	Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.



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**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

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

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

**for**

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**BID # FY 2012-2013-009 –  
Furnishing and Installing Plants at Three Islands Boulevard Medians**

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

AND

\_\_\_\_\_, a Florida corporation, hereinafter referred to as "CONTRACTOR." (MAKE SURE THAT THE SUNBIZ FIRM'S NAME IS TYPED HERE)

WHEREAS, on \_\_\_\_\_, the City advertised BID #FY 2012-2013-009 for Furnishing and Installing Plants for Three Islands Boulevard Medians hereinafter referred to as "Bid"; and

WHEREAS, Contractor submitted a proposal on \_\_\_\_\_, in response to the City's request; and

WHEREAS, the City Commission awarded on \_\_\_\_\_ the agreement for performance of the services described in the Bid,

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

**ARTICLE 1**  
**TERM**

1. The initial contract period shall be for a period of thirty (30) days from the date on the Notice of Proceed Letter.

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

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

The CITY has employed the CONTRACTOR to provide the services and work stipulated in the Bid # FY 2012-2013-009 and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

Unsatisfactory performance by the CONTRACTOR shall result in the CONTRACTOR's loss of the Contract. If, in the sole judgment of the City, if the CONTRACTOR is not providing satisfactory service, the contractual relationship between the CITY and the CONTRACTOR may be terminated, without penalty.

**Local City of Hallandale Beach Vendor Preference**

If award of contract is being made to a non-City of Hallandale Beach local Vendor, as defined per Ordinance No. 2013-03 Procurement, Section 23-3, and the non-local CONTRACTOR was awarded this Agreement as a result of CONTRACTOR identifying Tier 1, Tier 2 or Tier local vendors, the information submitted delineating each specific element of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value must be made part of the is Agreement as Exhibit C.

**ARTICLE 3**  
**INDEMNIFICATION**

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

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in

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whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

#### **ARTICLE 4** **PERSONNEL**

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

#### **ARTICLE 5** **INSURANCE REQUIREMENTS**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements

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described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

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

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

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

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

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

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This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

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

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway

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

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

## **ARTICLE 6** **COMPENSATION**

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work actually

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performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

6.2 **METHOD OF BILLING AND PAYMENT**

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

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

6.4 Payment shall be made to CONTRACTOR at:

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## **ARTICLE 7**

### **TERMINATION**

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

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

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

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**ARTICLE 8**  
**MISCELLANEOUS**

**8.1 RIGHTS IN DOCUMENTS AND WORK**

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

**8.2 AUDIT RIGHT AND RETENTION OF RECORDS**

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

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is

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longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

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

### 8.3 **PUBLIC ENTITY CRIME ACT**

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

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

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8.4 **INDEPENDENT CONTRACTOR**

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

8.5 **THIRD PARTY BENEFICIARIES**

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

8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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FOR CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8.7 ASSIGNMENT AND PERFORMANCE**

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

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

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

**8.8 CONFLICTS**

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

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

#### 8.9 **MATERIALITY AND WAIVER OF BREACH**

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

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

#### 8.10 **COMPLIANCE WITH LAWS**

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

#### 8.11 **SEVERANCE**

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

#### 8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely

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as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**8.13 PRIORITY OF PROVISIONS**

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

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

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

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

**8.15 AMENDMENTS**

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

**8.16 PRIOR AGREEMENTS**

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

**8.17 PAYABLE INTEREST**

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

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

**8.18 INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits \_\_\_\_\_ are hereby incorporated into and made a part of this Agreement. <IF THERE ARE EXHIBITS PLEASE PROVIDE THEM WITH THE CONTRACT AND LIST/NAME THEM HERE. IF THERE ARE NO EXHIBITS WRITE N/A>



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8.19 **REPRESENTATION OF AUTHORITY**

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

8.20 **MULTIPLE ORIGINALS**

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

**NONDISCRIMINATION, EQUAL OPPORTUNITY**

**AND AMERICANS WITH DISABILITIES ACT**

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

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

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender,

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sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

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

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

## 9.2 Domestic Partner Benefits Requirement

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

CONTRACTOR shall comply with the applicable provisions of this section.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by COMMISSION action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, signing by and through its City Manager, duly authorized to execute same, and \_\_\_\_\_, signing by and \_\_\_\_\_ (name of contractor) through its \_\_\_\_\_ duly authorized to execute same. (title of authorized officer)

CITY

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
Renee C. Miller, CITY Manager

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
CITY ATTORNEY

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

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

(If incorporated sign below).

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_ Day of \_\_\_\_\_, 20\_\_\_.

(If not incorporated sign below).

**CONTRACTOR**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

**NOTARY SEAL**