



REQUEST FOR PROPOSALS (RFP)
RFP # FY 2023-2024-CRA02
HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY (HBCRA)
MULTIMEDIA, PUBLIC RELATIONS, AND COMMUNICATION SERVICES FOR
INFORMATION DISSEMINATION

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| <u>RFP DOCUMENT RELEASED</u> | <u>MAY 20, 2024</u> |
| <u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u> A sign-in sheet will be available to firms attending the meeting. The Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP. <u>No technical questions will be answered during this meeting.</u> | <u>JUNE 4, 2024 AT 11:00 A.M.</u> CITY OF HALLANDALE BEACH CITY HALL COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009 |
| <u>LAST DAY FOR QUESTIONS</u> All questions must be sent via email to kvohwinkel@cohb.org . All questions will be answered via addendum posted to the City's website: www.cohb.org/solicitations and DemandStar: www.demandstar.com | <u>JUNE 7, 2024 NO LATER THAN 11:00 A.M.</u> |
| <u>DUE DATE FOR PROPOSALS</u> <p align="center">No late responses will be accepted.</p> | <u>JUNE 24, 2024 NO LATER THAN 11:00 A.M.</u> |
| <u>RESPONSES MUST BE SUBMITTED ELECTRONICALLY</u> Respondents shall submit all proposal documents electronically through www.demandstar.com. The City is only accepting electronic submittals via DemandStar at www.demandstar.com. | |
| <u>EVALUATION OF PROPOSAL(S)</u> | TO BE DETERMINED |
| <u>RECOMMENDATION OF AWARD AND HBCRA BOARD OF DIRECTORS APPROVAL</u> Use the link provided to check updates on recommendation for award. | For information please visit: https://www.cohb.org/16/City-Clerk |

Any person with a qualified disability requiring special accommodation at any public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-1489, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

The City of Hallandale Beach is committed to serving the needs of all its citizens and visitors. The City's website has been designed to comply with [Section 508](#) as well as [2.0 A and AA](#). Should there be any accessibility issues with any documents or a specific webpage on the City's website, contact the Accessibility Coordinator James Buschman at (954) 457-1398 or riskmanagement@cohb.org.



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SCOPE OF WORK:

Purpose:

The Hallandale Beach Community Redevelopment Agency (HBCRA) is seeking proposals from qualified individuals, partnerships, or firms to provide ongoing multimedia, public relations, and communication services for information dissemination as needed.

The HBCRA may award multiple firms as available, by scope of work, or in its entirety, as deemed in the best interest of the HBCRA.

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

The mission of the HBCRA is to foster and directly assist in the redevelopment HBCRA community by eliminating blight, create a sustainable urban development framework, and encourage economic growth, thus improving the attractiveness and quality of life for the benefit of the HBCRA and the City as a whole. The HBCRA works to fulfill its mission through a variety of strategic programs and improvement plans that eliminate and prevent blighted conditions, encourage job creation and business development, help maintain a viable redevelopment area, and improve neighborhoods throughout the HBCRA.

The HBCRA is a full-service agency that provides the full gamut of redevelopment services, in areas such as commercial and residential development, infrastructure programming, arts and cultural programming, and economic development. These services include residential and commercial programs, which are designed facilitate and spur the creation of a significant number of redevelopment related programs and projects. Some of the residential programs include First-Time Home buyers, Window & shutter rebate, Neighborhood Improvement program and Senior Mini Grants. The commercial programs include items such as Façade, Interior Renovation, and commercial kitchen equipment incentive programs to name a few. The HBCRA also negotiates and partners with developers on the creation of multimillion dollar redevelopment agreements.

The comprehensive, strategic approach to redevelopment includes improving the commercial and residential conditions of the target area. This approach is consistent with several goals identified in the HBCRA Strategic Plan such as:

- Be a well-positioned City within the global economic and tourism markets of the South Florida region, leveraging our airports, ports and rail connections.
- Be known for educational excellence.
- Be a community of strong, beautiful, and healthy neighborhoods
- Be an inclusive community made up of district, complementary, and diverse neighborhoods.



Below find links to various information for the HBCRA.

1. Link to HBCRA map.
<https://cohbcra.org/cra-maps/>
2. Link to HBCRA website for HBCRA mission
<https://cohbcra.org/about/>
3. Link to HBCRA website for HBCRA strategic plan (listed under the 'Studies & Reports' section)
<https://cohbcra.org/about/resources/>

Scope of Work:

The selected firm(s) shall serve as an administrative arm for the Public Information Officer (PIO) with focus on the following but not limited to:

- **Campaign Development:** Creating strategies and plans for advertising or promotional campaigns to meet specific goals or objectives.
- **Brand & Style Guide Development:** Creating guidelines for consistent branding, including logos, colors, fonts, and overall style to maintain brand identity.
- **Press Release Draft and Distribution:** Writing and disseminating official statements to media outlets to announce news or events related to the organization.
- **Social Media Monthly Calendar Development and Content Creation/Publication:** Planning and creating content for social media platforms, including scheduling posts on a monthly calendar.
- **Biweekly Newsletter Development:** Creating content for and distributing a newsletter every two weeks to update subscribers on news and events.
- **Website Updates:** Assisting with updating the website to reflect current information about events, etc.
- **Graphic Design - Print and Web:** Designing visual materials for both print and web, such as posters, banners, logos, and social media graphics, reports, and brochures.
- **Quarterly Reporting:** Compiling and analyzing data to create reports on the organization's performance and progress towards goals.
- **Video Production and Editing including Drone:** Producing and editing videos, including the use of drone footage, for promotional or informational purposes.
- **Photo Production with Editing:** Taking and editing photos for use in promotional materials, social media, and websites.



- **Media Buy/Placement:** Purchasing advertising space in various media outlets and placing ads to reach target audiences.
- **Emergency Response Development - Social Media, Web, Eblast:** Creating plans and messaging to communicate during emergencies through social media, website updates, and email blasts.
- **Market Research/Survey:** Conducting research and surveys to gather information about target markets and audiences.
- **Meeting Attendance:** Attending meetings related to marketing and communications to provide input and updates on projects and strategies.
- **Event Production and Design:** Plan, coordinate, and execute an event, encompassing logistical, technical, creative, and design aspects.

Under the direction of the PIO, the awarded marketing firm(s) are also responsible for procuring all the necessary subcontractors and services necessary to accomplish the work specified in the RFP for the services required.

PROPRIETARY RIGHTS:

The Firm hereby acknowledges and agrees that the HBCRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the HBCRA to the Firm(s) hereunder or furnished by the Firm(s) to the HBCRA and/or created by the Firm(s) for delivery to the HBCRA, even if unfinished or in process, as a result of the Services the Firm(s) performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Firm(s) as well as its employees, agents, sub-consultants and suppliers may use only in connection with the performance of Services under the Agreement.

All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Firm(s) and its subconsultants specifically for the HBCRA, hereinafter referred to as "Developed Works" shall become the property of the HBCRA.

**TERM OF CONTRACT:**

The initial contract term shall be for three (3) years, commencing upon award by the HBCRA Board of Directors or the sunset of the HBCRA, whichever occurs first.

Contract may be cancelled by the HBCRA within thirty (30) days with a written notice by the HBCRA.

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

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

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

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

1. This RFP contains Minimum Qualification Requirements (MQRs) which the Firm **must** meet for the Firm to be considered responsive.
2. **Please read the MQRs to ensure the Firm meets these requirements prior to submitting a response to this RFP.**
3. **All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
4. Firm(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their Proposal will not be evaluated.
5. Firm awarded the Contract will be required to maintain Minimum Qualification Requirement # 1 during the term of the Contract and any Contract extensions.



MINIMUM QUALIFICATION REQUIREMENT # 1: YEARS IN BUSINESS- SUNBIZ:

- a. Proposer must be incorporated through Sunbiz with a status of “Active”.
- b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2018** or earlier.

MINIMUM QUALIFICATION REQUIREMENT # 2: FIRM PREVIOUS EXPERIENCE:

- a. Please note that the information for the projects/contacts below must be the same as the projects/contracts provided within the Reference Form.
- b. Proposing Firm must have held **two (2) contracts** of similar size and scope as to the requested services outlined in this RFP within the past five (5) years, 2019-2024. Make sure your response to the MQR # 2 addresses similar projects related to the scope of work as stated in this RFP that your Firm has done. The Evaluation Committee will be looking for the provision of detailed responses to the MQR # 2 addressing your Firm’s previous similar projects and experience to the scope of work as outlined in this RFP.
- c. Proposers must provide the information for MQR #2 on the following chart(s):

| | |
|---|--|
| Name and Location of Contract # 1: | |
| Name of the Firm that was awarded the Contract: | |
| Date when Contract started: | |
| Date when Contract was completed: | |
| Name of entity for which services were provided to: | |
| Updated contact name, phone and email for Project Manager where services were provided to: | |
| Provide detailed information about the scope of work your Firm provided during this Project. | |



| | |
|---|--|
| Name and Location of Contract # 2: | |
| Name of the Firm that was awarded the Contract: | |
| Date when Contract started: | |
| Date when Contract was completed: | |
| Name of entity for which services were provided to: | |
| Updated contact name, phone and email for Project Manager where services were provided to: | |
| Provide detailed information about the scope of work your Firm provided during this Project. | |

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES:

Follow this link for support with DemandStar: <https://network.demandstar.com/supplier-support/>

- A. Bidders shall submit all bid documents electronically through www.demandstar.com. An instructional guide on how to submit documents is included with this solicitation.
- B. The City will maintain documentation on the City’s website at <https://www.hallandalebeachfl.gov/417/Solicitation-Notifications> for general public information and posting requirements.
- C. For instructions on how to submit a response through DemandStar please click the following link:<https://www.hallandalebeachfl.gov/DocumentCenter/View/30418/DemandStar-Submittal-Instructions?bidId=>. The link is also available on the Solicitation Notification page of the City’s website.

LATE PROPOSALS AFTER 11:00 AM WILL NOT BE ACCEPTED



BACKGROUND INFORMATION FOR THE HBCRA:

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

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

The HBCRA is a separate and independent agency in the City of Hallandale Beach, which follows a City Manager/HBCRA Board of Directors form of government. The HBCRA's fiscal year begins October 1 and ends September 30. The mission of the HBCRA is to foster and directly assist in the redevelopment HBCRA community by eliminating blight, create a sustainable urban development framework, and encourage economic growth, thus improving the attractiveness and quality of life for the benefit of the HBCRA and the City as a whole. The HBCRA works to fulfill its mission through a variety of strategic programs and improvement plans that eliminate and prevent blighted conditions, encourage job creation and business development, help maintain a viable redevelopment area, and improve neighborhoods throughout the HBCRA.

The HBCRA provides the full gamut of redevelopment services, in areas such as commercial and residential development, infrastructure programming, arts and cultural programming, and economic development. These services include residential and commercial programs, which are designed to facilitate and spur the creation of a significant number of redevelopment related programs and projects, over the remaining 2 years of the life the HBCRA. The HBCRA will sunset in 2026. Some of the residential programs include First-Time Home buyers, Window & shutter rebate, Neighborhood Improvement program and Senior Mini Grants. The commercial programs include items such as, Façade, Interior Renovation, and commercial kitchen equipment incentive programs to name a few. The HBCRA also negotiates and partners with developers on the creation of multimillion dollar redevelopment agreements.

The comprehensive, strategic approach to redevelopment includes improving the commercial and residential conditions of the target area. This approach is consistent with several goals identified in the HBCRA Strategic Plan such as:

- Be a well-positioned City within the global economic and tourism markets of the South Florida region, leveraging our airports, ports and rail connections.
- Be known for educational excellence.
- Be a community of strong, beautiful, and healthy neighborhoods
- Be an inclusive community made up of district, complementary, and diverse neighborhoods.



Below find links to various information for the HBCRA.

1. Link to HBCRA map: <https://coHBCRA.org/HBCRA-maps/>
2. Link to HBCRA website for HBCRA mission: <https://coHBCRA.org/about/>
3. Link to HBCRA website for HBCRA strategic plan: <https://coHBCRA.org/about/resources/>.
The strategic plan is listed at the bottom of the webpage when you click on the link.

DEFINITIONS:

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

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

“Bidder” means any individual, Firm, qualified joint venture or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.

“City” the City of Hallandale Beach (COHB) or the City Commission, a municipal corporation of the State of Florida.

“HBCRA’s Contract Administrator” means the HBCRA’s representative duly authorized by the HBCRA Board of Directors and/or Executive Director, to provide direction to the Consultant regarding services provided pursuant to this RFP and the Contract.

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

“Conflict of Interest Resolution Proven” means that the Consultant will disclose to the HBCRA’s Contract Administrator that the HBCRA interests are those of a second or more than two clients are in conflict and will clearly state how the conflict will be resolved.

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

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



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

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

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

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

“Proposal/Response” means the proposal/response/Bid or submission, submitted by a Proposer.

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

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

CONFLICT OF INTEREST:

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

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

INSURANCE REQUIREMENTS:

The awarded firm(s) will be required to obtain and maintain the insurance requirements as set forth below in the City’s Form Agreement. Insurance requirements must be held for the life of the Contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the HBCRA Board of Directors. The requirements for insurance are stated below in the Form Agreement.



EVALUATION PROCESS AND CRITERIA:

Evaluation Process

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

The Evaluation Committee will utilize the criteria below to rate the Firm’s proposal. Upon review of the proposals by the evaluation committee, oral presentations may be required.

Criteria

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

| NUMBER | Evaluation Criteria | MAXIMUM Potential Points |
|---------------|--|---|
| 1. | MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If your Firm does not provide all the required MQRs information, your Firm’s proposal will not be reviewed/evaluated, and your Firm’s submission will be disqualified. | Ensure your Firm provides all the MQRs within your Firm’s submittal |
| 2. | Firm’s Qualifications and Experience | 35 |
| 3. | Approach to the Project | 35 |
| 5. | Past Performance – References | 20 |
| 6. | City of Hallandale Beach Local Vendor Preference. | 2.5-10 |
| | TOTAL POINTS | 100 |

ORAL PRESENTATIONS:

The Evaluation Committee may select proposers to conduct oral presentations.

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

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

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

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

ELECTRONIC PROPOSAL FORMAT:

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

Upon review of the proposals by the evaluation committee, oral presentations may be required.

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

All items must be completed by the proposing Firm(s). Any subcontractors/subconsultants are not required to complete these items.

While additional data may be presented, the information requested in items # 1 through # 10, must be included.

**1. Title Page**

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

2. Table of Content

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

3. Transmittal Letter

- a. A transmittal letter must be provided briefly stating the proposers' understanding of the work to be done, the commitment to perform the work within the required time period, a statement why the Firm believes they are the best qualified to perform the work and a statement that the proposal is a Firm and irrevocable offer until such time as HBCRA Board of Directors awards a contract as a result of this RFP.
- b. The transmittal letter must be signed by a duly authorized officer(s) of your Firm, as registered with the Florida Secretary of State through the Division of Corporations website at: www.sunbiz.org. Your Firm must provide a copy your Firm's Sunbiz following the transmittal letter to verify the duly authorized officers. If such officer is not listed in the Sunbiz for your Firm, your Firm must provide a legal document, such a Certificate of Resolution, naming the officer as authorized to execute on behalf of the Firm.
- c. Provide the names of the persons who will be authorized to make representation for the Proposer, their titles, addresses, telephone numbers and email addresses.
- d. Provide the name of the Project Manager who will be the direct point of contact during the term of the Agreement.

4. Executive Summary

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



5. Minimum Qualification Requirements (MQRs)

- a. All Proposers responding to this RFP must submit with Proposer's response all the Minimum Qualification Requirements (MQRs) requested in MQRs section. Please read the MQRs to ensure your Proposer meets these requirements prior to submitting to this RFP.
- b. **Proposers(s) that do not comply with the outline below will be determined non-responsive and disqualified from the evaluation process.**
- c. The Proposer awarded the contract will be required to maintain the Minimum Qualification Requirements # 1 during the term of the contract and any contract renewals.

6. Required Forms:

- a. Please make sure all items from the Forms Section, Form A – Form Q, are included in your proposal.

7. Firm's Qualifications and Experience

- a. Provide detailed information of the Proposer's:
 - i. Organization, size and experience
 - ii. Major clients
 - iii. Areas of expertise
 - iv. Approximate number of staff to be assigned to projects for this RFP
 - v. Unique qualifications
- b. Demonstrated experience in providing the services requested in the RFP. Preference will be given to respondents with experience in community relations and government or institutional communications.
- c. Familiarity with the area and the purpose of the CRA.
- d. Specify what unique circumstances set the Proposer apart from others who perform the same or similar services.
- e. Demonstrated experience in providing the services requested in the RFP for traditional, as well as online, email and social media marketing.



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

8. Approach to the Project

- a. Address and describe the project management strategy, and any performance standards that can be expected.
- b. Address ability and approach to offer services referenced in the scope of work section.
- c. Address the innovative creative approach your firm will offer for upcoming projects.
- d. Provide samples of work for each of the categories, as applies to the scope of works you firm is proposing for.

9. Past Performance – References

- a. Please note: The references provided must be the same as the projects/contracts provided for response to MQR # 2.
- b. References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.
- c. Proposing Firm must send two (2) references and obtain back a completed and signed Reference Form for each of proposing Firm's required two (2) references.
- d. Proposing Firm must include the required completed and signed Reference Forms within proposing Firm's proposal.

10. City of Hallandale Beach Local Vendor Preference

- a. All proposers must provide the documentation/paperwork requested below for the Procurement Department to grant the LVP status. Please note that the paperwork/documentation being requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.



HBCRA MULTIMEDIA, PUBLIC RELATIONS, AND COMMUNICATION SERVICES FOR INFORMATION DISSEMINATION

COST PROPOSAL:

Firms must provide all rates for all services they intend to provide as requested and outlined in this RFP in the format below. Not all services are required to be included by any one vendor.

There will be no cost increases during the term of this contract. Upon award by the CRA, the project manager has the ability to negotiate the rates provided below.

The rates must be inclusive of all related expenses including administration, technical assistance to the City, personnel training and certification, services for security, safety, travel, and associated actions necessary for the Project by the Consultant as defined in the RFP and Contract.

| ITEM | TASK | HOURLY RATE YEAR 1 | HOURLY RATE YEAR 2 | HOURLY RATE YEAR 3 |
|------|--|--------------------|--------------------|--------------------|
| 1 | Campaign Development | \$ | \$ | \$ |
| 2 | Brand & Style Guide Development | \$ | \$ | \$ |
| 3 | Press Release Draft and Distribution | \$ | \$ | \$ |
| 4 | Social Media Monthly Calendar Development and Content Creation/Publication | \$ | \$ | \$ |
| 5 | Biweekly Newsletter Development | \$ | \$ | \$ |
| 6 | Website Updates | \$ | \$ | \$ |
| 7 | Graphic Design-Print and Web | \$ | \$ | \$ |
| 8 | Quarterly Reporting | \$ | \$ | \$ |
| 9 | Video Production and Editing including Drone | \$ | \$ | \$ |
| 10 | Photo Production with Editing | \$ | \$ | \$ |
| 11 | Media Buy/Placement | \$ | \$ | \$ |
| 12 | Emergency Response Development- Social Media, Web, Eblast | \$ | \$ | \$ |
| 13 | Market Research/Survey | \$ | \$ | \$ |
| 14 | Meeting Attendance | \$ | \$ | \$ |
| 15 | Event Production and Design | \$ | \$ | \$ |

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

of _____
 Name of Firm as it appears on Sunbiz and/or legal documentation

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

 Signature Print Name

FORMS:

Proposer must complete and include all the following forms within the proposal submission.

Form A: [Proposal Submitted by Form](#)

Form B: [Variance Form](#)

Form C: [Legal Proceedings Form](#)

Form D: [Public Entity Crime Form](#)

Form E: [Domestic Partnership Certification Form](#)

Form F: [Conflict of Interest Notification Requirement Questionnaire](#)

Form G: [Drug Free Workplace Form](#)

Form H: [Anti-Kickback Affidavit](#)

Form I: [Confidentiality Form](#)

Form J: [Scrutinized Form](#)

Form K: [Compliance with Foreign Entity Laws](#)

Form L: [Byrd Anti-Lobbying Amendment Certification](#)

Form M: [Non-Collusion Affidavit](#)

Form N: [Americans with Disabilities Act Affidavit](#)

Form O: [Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion](#)

Form P: [Acknowledgement of Addenda](#)

Form Q: [Reference Form](#)



FORM A: PROPOSAL SUBMITTED BY

| | |
|-----------------------|-------------|
| COMPANY: | |
| ADDRESS: | |
| CITY, STATE, ZIP: | |
| TELEPHONE: | FAX NUMBER: |
| DUE DATE OF BID: | |
| E-MAIL ADDRESS: | |
| FEDERAL ID NUMBER: | |
| NAME & TITLE PRINTED: | |
| SIGNED BY: | |

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

The Invitation to Bid, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the BID.



FORM B: VARIANCE FORM

The Proposer must provide and state all variances to this Bid, specifications, the Terms and Conditions on this variance form (provide additional pages if necessary).

After award of Contract through HBCRA Board of Directors, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney, and the Risk Manager. If the Variances presented by Firm are acceptable to the City a City Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The Project Manager will manage the execution of the agreement process.

Variances requested to either the RFP, Terms and Conditions and Agreement may result in the City rescinding award of Contract.

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



HBCRA MULTIMEDIA, PUBLIC RELATIONS, AND COMMUNICATION SERVICES FOR INFORMATION DISSEMINATION

FORM C: LEGAL PROCEEDINGS FORM

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

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

Check here and provide documentation Check here if Not Applicable (N/A)

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

Check here and provide documentation Check here if Not Applicable (N/A)

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

Check here and provide documentation Check here if Not Applicable (N/A)

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

Check here and provide documentation Check here if Not Applicable (N/A)

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

Check here and provide documentation Check here if Not Applicable (N/A)

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

of _____
Name of Firm as it appears on Sunbiz

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

Signature of Authorized Officer per SunBiz

Print Name of Authorized Officer per SunBiz



FORM D: PUBLIC ENTITY CRIME FORM

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

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

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2024

FORM E: DOMESTIC PARTNERSHIP CERTIFICATION FORM

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

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

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

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

Check only one box below:

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



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

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

of _____
Name of Firm as it appears on Sunbiz

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

Signature Print Name

STATE OF _____

COUNTY OF _____

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

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public



FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

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

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

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

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

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

Signature of person/Firm

Date



FORM G: DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:

(Name of Business)

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

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

DATE

FIRM'S SIGNATURE



FORM H: ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

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

By: _____
Signature of Authorized Officer per Sunbiz

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

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

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____



FORM I: CONFIDENTIALITY FORM

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

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

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

If N/A please circle: N/A

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

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

Signature

Title



FORM J: SCRUTINIZED COMPANIES

_____ (Name of Vendor) hereby certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with the City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes

Affirm



HBCRA MULTIMEDIA, PUBLIC RELATIONS, AND COMMUNICATION SERVICES FOR INFORMATION DISSEMINATION

FORM K: COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the Firm listed below ("Firm"), hereby attests under penalty of perjury as follows:

- 1. Firm is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Firm. (Source: § 287.138(2)(b), Florida Statutes)
3. Firm is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Firm is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Firm is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such Firm. (Source: § 288.007(2), Florida Statutes)
6. Firm is not a foreign principle, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Firm is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Firm is not a foreign principal prohibited from purchasing the subject real property. Firm is either (a) not a person or Firm described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Firm is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Firm.

Date: _____, 20__ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ___ day of _____, 20__, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____



FORM L: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

COMPANY NAME:

NAME OF AUTHORIZED OFFICIAL

TITLE

SIGNATURE OF AUTHORIZED OFFICIAL

DATE



FORM M: NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS:

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that:

1. He/she is the Bidder that has submitted the attached bid proposal.
2. He/she is fully informed respecting the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting such bid proposal.
3. Such bid proposal is genuine and is not a collusive or sham bid proposal.
4. Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm or person, to submit a collusive or sham proposal in connection with the Agreement for which the attached bid proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or the bid proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Hallandale Beach, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached bid proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

By: _____
Signature of Authorized Officer per Sunbiz

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

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

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____



HBCRA MULTIMEDIA, PUBLIC RELATIONS, AND COMMUNICATION SERVICES FOR INFORMATION DISSEMINATION

FORM N: AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Hallandale Beach, Florida.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City of Hallandale Beach be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City of Hallandale Beach, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor’s acts or omissions in connection with the ADA.

By: _____
Signature of Authorized Officer per Sunbiz

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

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

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____



**FORM O: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

1. Contractor Covered Transactions

- a. The prospective contractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
- b. Has not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Has not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

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

of _____
Name of Firm as it appears on Sunbiz

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

Signature

Print Name



STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF

_____, 20__ BY _____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(Type of ID)

Signature of Notary

Commission expires

Print Name of Notary Public



FORM P: ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

The Proposer shall indicate below each Addendum received. The Proposer may contact the Procurement Division at 954-457-1331 or visit the City of Hallandale Beach website at <https://www.hallandalebeachfl.gov/417/Solicitation-Notifications> to confirm the number of addenda (if any) that have been issued.

PART I: Please list below each of the Addendum received in connection with this solicitation. Please include the Addendum number, the title is not required.

| Addendum # |
|------------|
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

PART II: _____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____



FORM Q: REFERENCE FORM

Please note that the two (2) references provided below must be the same as the projects/contracts provided for response to MQR # 2. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

| |
|---|
| RFP # FY 2023-2024-CRA02 HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY (HBCRA) MULTIMEDIA, PUBLIC RELATIONS, AND COMMUNICATION SERVICES FOR INFORMATION DISSEMINATION |
| PROPOSING FIRM'S NAME(S): |
| PROJECT NAME: |
| NAME OF FIRM THAT WAS AWARDED THE AGREEMENT: |

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

PLEASE RATE BELOW FOR ITEMS 1 THROUGH 14, A SCORE FROM 1 TO 5, (1 BEING LOWEST, AND 5 BEING HIGHEST), FOR THE SERVICES RENDERED.

1. Rate the firm's success in providing their services as it relates to the project.

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |

2. Rate the firm's knowledge of the services provided in # 1, above.

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |

3. Rate the level of commitment of the firm toward your project. Did the firm devote the time and personnel necessary to successfully complete your project?

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |



4. Rate the competence and accessibility of the personnel directing, supervising and performing the work on your project.

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |

5. Rate the firm’s success at keeping you updated and informed about the progression of the project. Particularly, when special needs or problems arose.

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |

6. Rate the firm’s success at accomplishing the tasks established as required by the Agreement.

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |

7. Rate the firm’s success at completing tasks within the timeline established for completion of your project.

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |

8. Rate the firm’s success at providing the services as specified in the agreement meeting reporting dates and content.

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |

9. Rate the overall performance of the firm on your project.

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |

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

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |



11. How would you rate the firms overall based on your experience with the project?

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1 Lowest | 2 | 3 | 4 | 5 Highest |

12. Was the project provided on budget?

| | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |
|------------------------------|-----------------------------|

13. Can you describe any instances in which there were errors in the project because of the firm, which resulted in delays to the schedule as outlined in the agreement? If so, what was it and how was it rectified.

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

| | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |
|------------------------------|-----------------------------|

ADDITIONAL COMMENTS:

| | |
|---|--|
| PERSON PROVIDING REFERENCE (PRINT NAME): | |
| PRINT TITLE: | |

SIGNATURE: _____ **Date:** _____

AGREEMENT:

The agreement that follows is a form agreement and specific terms and conditions may be amended and or negotiated to more accurately reflect the solicitation, accepted response and expectations of the parties prior to execution. The City reserves the right to negotiate terms more favorable to the City and to rescind award if a final agreement is not reached by the parties.

Firm must provide and state all Variances to this RFP, Specifications, the Terms and Conditions and City Form Agreement on this Variance Form.

After award of Contract through HBCRA Board of Directors, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate CRA Staff, the CRA Attorney, sand the Risk Manager. If the Variance(s) presented by Firm are acceptable to the City, the Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz.

Variances requested to either the RFP, the Terms and Conditions, Specifications and the Form Agreement may result in the CRA rescinding award of contract.

The routing of the agreement for execution will be processed by the Project Manager.



HBCRA MULTIMEDIA, PUBLIC RELATIONS, AND COMMUNICATION SERVICES FOR INFORMATION DISSEMINATION

CRA PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 2014 (the “Effective Date”), by and between the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “HBCRA”) having an address at 400 S. Federal Highway, Hallandale Beach, Florida 33009, and _____, a _____ (the “Consultant”) having an address at _____.

RECITALS

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

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

1. General Intent. The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by Consultant to the HBCRA of professional services related to RFP # FY _____ awarded by Resolution No. 2023-2024-CRA02, as set forth in the RFP Document and Consultant’s proposal attached hereto as Exhibit “A” and by this reference made a part hereof (the “Scope of Work”). The parties acknowledge and agree that the Scope of Work contains certain terms and conditions that are incorporated into this Agreement; provided, however in the event there is any conflict between the terms and conditions of this Agreement and the Scope of Work, the terms and conditions of this Agreement shall control.

2. Services and Responsibilities

2.1 Consultant hereby agrees to perform the services described and for the fee set forth in the Scope of Work. The Consultant shall be solely responsible for the satisfactory and complete execution of the Scope Work. The Scope of Work shall generally be performed at the direction of the HBCRA and completed with time frames as agreed upon by the parties from time to time. Without limiting the foregoing, the term of this Agreement shall commence on the Effective Date and the contract term shall be for three (3) years or the sunset of the HBCRA, whichever occurs first, commencing upon award by the HBCRA Board of Directors. The Scope of Work shall be completed prior to the expiration of the term.

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

2.3 Consultant shall report to the HBCRA Executive Director or his designee. During the conduct of the performance of its services, Consultant shall schedule regular meetings



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

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

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

4. Compensation and Method of Payment

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

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

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

6. Termination.

6.1 Termination by the Consultant. The Consultant may terminate the Agreement if the HBCRA fails to make a payment as required by the Agreement followed by written notice thereof from Consultant to HBCRA and HBCRA's continued failure to make such payment for fifteen (15) days following the receipt of such notice. If the Consultant terminates the Agreement as set forth in the previous sentence, the Consultant shall be entitled to recover from the HBCRA payment for the Scope Work executed up to the date of termination but shall not be entitled to any



other damages including, but not limited to, consequential and/or punitive damages. Any termination or purported termination by the Consultant for any reason other than HBCRA's nonpayment shall be void thereby entitling the HBCRA to its rights and remedies available at law and in equity.

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

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

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

6.2.3 Otherwise materially breaches any provision of this Agreement.

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

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

6.4 Waiver of Consequential and Punitive Damages. Consultant acknowledges and agrees that Consultant shall not be entitled to, and hereby waives any claims for consequential or punitive damages in connection with the termination of this Agreement by either the Consultant or the HBCRA as set forth in Sections 6.1, 6.2 and/or 6.3 above, as well as in connection with, arising from or related to any other matter whatsoever between the parties including, but not limited to claims, lawsuits, arbitrations and mediations.

7. Insurance. 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 described herein. The requirements contained herein, as well as the City of Hallandale Beach CRA'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.



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

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.

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

Additional Insured Contractor agrees to endorse the CRA 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 CRA."

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 a 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. 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 the CRA with 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 coverage. The Certificate Holder address shall read:



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

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 the City of Hallandale Beach CRA 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 The City of Hallandale Beach CRA 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, the CRA reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

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

9. Miscellaneous

9.1 **Ownership of Documents.** All documents prepared by the Consultant pursuant to or in connection with this Agreement are and shall remain the exclusive property of the HBCRA. Upon request of the HBCRA and/or upon the termination or completion of this Agreement, Consultant shall promptly deliver to the HBCRA all or any portion of the above referenced documents including all electronic files relating thereto. Consultant further acknowledges that HBCRA may post any of such documents on the HBCRA's website. Such documents may be posted by HBCRA without the prior authorization of Consultant. No additional fee or compensation will be paid to Consultant by HBCRA for such posting.

9.2 **Records.** Consultant shall keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by HBCRA and shall be kept for a period of six (6) years after the completion of all work to be performed



pursuant to this Agreement, unless contacted by HBCRA and advised such records must be kept for a longer period. Consultant shall further be required to respond to the reasonable inquiries of successor Consultant and allow successor Consultant to review Consultant's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by HBCRA of any fees or expenses based upon such entries.

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

9.4 Assignments; Amendments.

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

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

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

9.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice



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shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Consultant and the HBCRA designate the following as the respective places for giving such notice:

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

Copy to: Steven W. Zelkowitz
Taylor English Duma LLP
One Biscayne Tower, 2 South Biscayne Blvd, Suite 2050
Miami, FL 33131
Telephone No. (786) 840-1437

Consultant:
Telephone No.
Facsimile No.

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

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

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

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



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

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

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

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

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

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



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

CONSULTANT:

By: _____
Name: _____
Title: _____

Dated: _____, 2024

HBCRA:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Dr. Jeremy Earle
Executive Director

ATTEST:

By: _____
Jenorgen M. Guillen
HBCRA Clerk

Approved as to form and legal sufficiency:

By: _____
Taylor English Duma LLP
HBCRA Attorney

GENERAL TERMS AND CONDITIONS:

I. SUBMISSION AND RECEIPT OF BIDS

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

II. GENERAL TERMS AND CONDITIONS

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

1. CONE OF SILENCE:

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (BID), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
 - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
 - (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to the city commission;

- (4) Emergency procurements;
- (5) Communications with the City Attorney;
- (6) Sole source procurements;
- (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
- (8) Bid waivers;
- (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
- (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
- (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
- (12) Contract negotiations that occur after an award; and
- (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and City Commission and their staff, following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The City Manager shall make available to the mayor and the city commission all documents reviewed by the evaluation committee for the top three ranked responders.

(d) *Procedure.*

- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the City Manager or designee shall issue a notice thereof to the affected department, the City Clerk, Mayor and City Commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
- (2) Termination; City Commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the City Commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the City Commission for further deliberation. In the event the city commission decides to reject all Bids, then the cone of silence shall be lifted.
- (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the City Manager; provided, however, that if the City Manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the City Manager issues a recommendation for award pending the Bid protest period.

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

2. SPECIAL ACCOMODATIONS:

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-

1340, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

3. CONFIDENTIAL MATERIAL:

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, (Name of RFP/BID) - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

4. DOMESTIC PARTNER BENEFITS REQUIREMENT:

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

Equal Benefits Requirements

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

Contracts

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

- (i) The Contractor certifies and represents that it will comply with this section during entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City 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.

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2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

5. LOBBYIST REGISTRATION:

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

6. SCRUTINIZED COMPANIES:

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

7. PROPOSAL ACCEPTANCE PERIOD:

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

8. PUBLIC RECORDS:

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

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

9. ADDENDA AND MODIFICATIONS:

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

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

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as

though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

10. PERFORMANCE:

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

11. DELIVERY:

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

12. DEFAULT PROVISION:

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

13. COPYRIGHTS AND/OR PATENT RIGHTS:

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

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

14. TAXES:

The City is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8012740111C-4; United States Treasure Department. Exemption Certificates provided on request.

15. FAILURE TO SUBMIT PROPOSAL:

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

16. SIGNED PROPOSAL CONSIDERED AN OFFER:

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

17. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and

expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

18. RESERVATION FOR REJECTION AND AWARD:

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

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

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

19. OMISSION OF INFORMATION:

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

20. INSPECTION OF FACILITIES / SITE VISIT:

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the City's Procurement Department.

21. PROPOSER'S COSTS:

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

22. UNAUTHORIZED ALIENS:

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

23. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental



disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

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

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

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

24. PROTEST PROCEDURES:

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

(1) Time for Protest

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

(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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

- (4) Costs
All costs accrued from a protest shall be assumed by the protestor.
- (5) Authority to resolve protests
The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.
- (6) Special Magistrate
In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

25. QUALIFICATIONS OF PROPOSER:

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

26. 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 and apply it if applicable to this project.

27. CONFLICT OF INTEREST

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

28. SAMPLE FORM CONTRACT:

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

29. AWARD OF CONTRACT:

**HBCRA MULTIMEDIA, PUBLIC RELATIONS, AND
COMMUNICATION SERVICES FOR INFORMATION DISSEMINATION**

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

30. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:

The City of Hallandale Beach Administrative Policy 2009.002, Expanded Polystyrene Administrative Policy was approved by the City Commission during the April 18, 2018 by City Commission. The Policy is to preserve and enhance the health and quality of the environment in Hallandale Beach by restricting the use of City funds by City employees, contractors and/or vendors to purchase expanded polystyrene (Styrofoam) products for use or sale on City property or City facilities. Under the policy, City funds may not be expended to purchase Styrofoam food services articles for use or sale in City facilities or on City property. This includes funds used by City employees or used to pay City Contractors or vendors. Styrofoam food service articles will no longer be permitted to be sold or used in City facilities or on City properties by contractors or vendors that are paid with City funds. Click to access 2009.002 Expanded Polystyrene (Styrofoam) Administrative Policy.

31. FALSE CLAIMS ORDINANCE NO. 2018-22:

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

32. SUSTAINABLE PRACTICE ADMINISTRATIVE POLICY:

The City of Hallandale Beach Administrative Policy 2009.002, Sustainable Practice Policy was approved by the City Manager on October 9, 2019. The Policy is to set a standard of sustainable, environmentally preferable, and resilient practices, purchases, and procurement made to demonstrate the City's commitment to environmental stewardship. Under the policy the city's purchases and procurements must meet certain sustainability qualifications including: (1) copy paper, cardboard, business cards, and office supplies must contain a minimum of 20% recycled content, (2) cleaning and janitorial products must be Green Seal certified including 100% post-consumer recycled content paper products, (3) appliances and electronics must be EnergyStar or EPEAT certified, (4) lighting and light fixtures must be EnergyStar certified, (5) HVAC systems and equipment must be EnergyStar certified whenever possible, (6) indoor and outdoor water fixtures and irrigation must be WaterSense certified, (7) fleet vehicles must be electric or hybrid wherever appropriate and, (8) capital and/or infrastructure projects with a lifespan of 30 years or more shall be designed to withstand 34 inches of sea level rise by 2060, 81 inches of sea level rise if infrastructure's lifespan extends to 2100, and must be able to withstand corrosion caused by exposure to saltwater. Click to access 2009.004 Sustainable Practice Policy.

33. PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS:

Contractor must comply with all applicable Federal law, regulations, executive order, FEMA policies, procedures and directives. The applicable procurement standards must be in met in accordance with all 2CFR guidelines:

The applicable procurement standards must be in met in accordance with all 2CFR guidelines:

- General procurement standards (2 C.F.R. Part 200.318).
- Competition (2 C.F.R. Part 200.319).
- Methods of procurement (2 C.F.R. Part 200.320).

- Contracting with small and minority businesses, women’s business enterprises, and area labor surplus firms (2 C.F.R. Part 200.321).
- Domestic preferences for procurements (2 C.F.R. Part 200.322).
- Procurement of recovered materials (2 C.F.R. Part 200.323).
- Contract cost and price (2 C.F.R. Part 200.324).
- Awarding agency and pass-through entity review (2 C.F.R. Part 200.325).
- Bonding requirements (2 C.F.R. Part 200.326).
- Contract provisions (2 C.F.R. Part 200.327 and Appendix II).

34. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

LOCAL VENDOR PREFERENCE:

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

The COHBLVP is not a requirement of the RFP.

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

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

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

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

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

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



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

Tier 1 LVP:

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

Documentation to provide to receive LVP Tier 1:

Business Tax License (BTL) from Hallandale Beach:

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

Homestead in Hallandale Beach:

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

Tier 2 LVP:

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

Documentation to provide to receive LVP Tier 2:

Business Tax License (BTL) from Hallandale Beach:

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

Tier 3 LVP:

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

Documentation to provide to receive LVP Tier 3:

Homestead in Hallandale Beach:

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

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

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

Process to apply the Local Vendor Preference to Competitive Proposal.

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

Evaluation Points – Local Vendor Preference

The points shall be awarded as follows:

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

- Tier 2 Local Vendor Preference: If 49% through 20% of the Project Work submitted as a response to a solicitation will be provided and performed by a Tier 2 Local Vendor then the firm will receive, through the evaluation process, a total of five (5) points.
- Tier 3 Local Vendor Preference: If 19% through less than 5% of the Project Work submitted as a response to a solicitation, will be provided and performed by a Tier 3 Local Vendor then the firm will receive, through the evaluation process, a total of two and half (2.5) points.

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

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

Exemptions to Tier 1, Tier 2 and Tier 3.

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

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