



**REQUEST FOR PROPOSALS
(RFP) # FY 2021-2022-CRA001
MARKETING, SOCIAL MEDIA, BRANDING,
PUBLIC RELATIONS AND GRAPHIC DESIGN SERVICES**

<u>RFP DOCUMENT RELEASED</u>	<u>OCTOBER 12, 2021</u>
<p><u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u> Meeting will be held at the City Hall Commission Chambers (in person only). If firm is attending meeting a sign in sheet will be available at City Hall Commission Chambers.</p> <p>No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email provided below.</p>	<p><u>OCTOBER 25, 2021 @ 11:00 A.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>CITY HALL COMMISSION CHAMBERS</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p>
<p><u>MANDATORY REGISTRATION FOR NON-MANDATORY PRE-PROPOSAL CONFERENCE:</u> Firms <u>shall</u> register for the scheduled non-mandatory pre-proposal conference. The City is requesting mandatory registration in order to manage the # of attendees because of COVID19 guidelines. For registration, please email gcuevas@cohb.org with subject line to read “Registration for NON-MANDATORY PRE-PROPOSAL CONFERENCE 2021-2022-CRA001 MARKETING SERVICES”. Provide company name; first name, last name, job title, phone number, and email of person attending.</p>	<p><u>OCTOBER 22, 2021</u> <u>NO LATER THAN 11:00 A.M.</u></p>
<p><u>LAST DAY FOR QUESTIONS</u> All questions must be sent via email to gcuevas@cohb.org. All questions will be answered via addendum posted to the City’s website: www.cohb.org/solicitations and Demandstar: www.demandstar.com</p>	<p><u>OCTOBER 27, 2021</u> <u>BY NO LATER THAN 11:00 A.M.</u></p>
<p><u>DEADLINE FOR RECEIPT OF RESPONSES</u></p> <p>Access to the building will require time for temperature taking, answering questions, and wearing of a face covering. All must plan to obtain access to the City Clerk’s Office without being late.</p> <p>Sealed envelope must clearly provide your firm’s company name, address, phone # and contact information and must be labeled with the RFP # and Name. Responses must be received by the City Clerk’s Office.</p>	<p><u>NOVEMBER 16, 2021</u> <u>NO LATER THAN 11:00 A.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>OFFICE OF THE CITY CLERK –</u> <u>2ND FLOOR SUITE 204</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p> <p><u>LATE PROPOSALS WILL NOT BE</u> <u>ACCEPTED</u></p>
<u>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</u>	

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SCOPE OF WORK:

PURPOSE

The City of Hallandale Beach Community Redevelopment Agency (CRA) is seeking proposals from qualified individuals, partnerships, or firms to provide ongoing marketing, branding, public relations, social media, and graphic design services.

The City may award multiple firms as available, by description of task, or in its entirety, as deemed in the best interest of the City.

The term of the contract will be for three (3) years.

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

The mission of the CRA is to foster and directly assist in the redevelopment CRA 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 CRA and the City as a whole. The CRA 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 CRA.

The Hallandale Beach Community Redevelopment Agency (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, over the remaining 5 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 CRA 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.

The selected firm shall serve as the CRA Marketing Consultant by developing and managing the CRA's branding and marketing plan. Awarded marketing firm is responsible to procure all of the necessary subcontractors and services necessary to accomplish the work specified in the RFP for the services required. For example, if a radio station will need to be hired it will be part of the cost of the marketing firm to pay for those as part of the marketing agreement awarded by the CRA.

Below find links to various information for the CRA.

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

1. **Marketing and Branding Plan:** Develop a marketing strategy and advertising campaign to solidify the brand and deliver the message of the brand to the residents, businesses, and visitors of the CRA. Awarded marketing firm is responsible to procure all of the necessary sub-contractors and services necessary to accomplish the work specified in the RFP for the services required. For example, if a radio station will need to be hired it will be part of the cost of the marketing firm to pay for those as part of the marketing agreement awarded by the CRA.

At minimum, develop marketing and branding tools and approach for the CRA to execute the following guiding principles:

- Develop and overall marketing plan that represents the CRA.
- Create a strong brand identity and recommend a sustainable branding campaign.

- Coordinate economic development partners and community involvement process in crafting the brand.
- Create Logos for various campaigns.
- Prepare and produce signage and banners.
- Develop informational brochures and fact sheets to provide to the community.
- Position and brand the CRA as a vibrant, growing urban hub that offers a variety of distinctive features, advantages and benefits to businesses and visitors alike.
- Outline the Marketing Strategies for business attraction, business development, business promotion and retention of public communication. Create and analyze survey and interview feedback from stakeholders.
- Review the programs currently in place within these components and make appropriate marketing recommendations to support and enhance the CRA's economic development and redevelopment efforts in the CRA. How shall the CRA attract new business? How shall the CRA work with its business partners? What are the best means to communicate with CRA businesses, potential businesses and visitors?
- Develop a Public Relations Strategy. Develop a strategy to take advantage of press releases, e-blasts, special editorials, and media relations to promote the CRA as a great place to work, live, shop, dine and do business. Propose a well-defined public relations strategy that will achieve the highest level of publicity for the CRA. Create and disseminate an e-newsletter for businesses located in the CRA and those desirous of re-locating into the CRA.
- Educate target audiences on the ever-evolving projects, programs and initiatives in CRA that appeals to all generations and price points;
- Increase audience reach and awareness of the growth and development within CRA;
- Inspire pride throughout the redevelopment district that encourages connectivity, engagement, participation, communication, support of community-at-large, and a wider pool of influencers and endorsers;
- Increase and maintain a high level of awareness with regard to the CRA area including general news, events, activities, etc. among its targeted audiences, including media;

- Generate additional consumer traffic, business interest, and media coverage as well as demonstrate vibrancy and relevance of the new development activity within the CRA.
 - Support the overall economic development initiatives of the CRA via relevant communications channels and vehicles.
 - Create message content that respond to the diverse nature of the CRA, particularly the multi-cultural aspects of the community.
 - Work with City and CRA staff to continuously involve community-based organizations on projects, initiatives and programs as needed.
 - Proactively work on promotion of the City and CRA with little guidance.
 - Advertising management including securing radio ads, interviews with local newspapers, ad placement within magazines and other media.
2. **Public Relations:** To assist CRA on the development of specific marketing initiatives and/or campaigns focused around special events, projects, initiatives or programs in targeted development areas.
3. **Press Releases Generation and Distribution:** The Contractor will release press releases for the CRA and assist with distribution to local media outlets on an as-needed basis.
4. **Social Media Account and Management:** CRA uses social media to inform the local and regional community of news and projects to increase awareness of the mission, projects and initiatives; to engage stakeholders in various aspects of the redevelopment process; and to encourage an ongoing dialogue about redevelopment and economic development in the CRA area to increase transparency. The selected Proposer will be charge with managing the overall social media marketing strategies associated with the accounts, including devising and implementing a posting calendar, growing followers, and analyzing insights. The selected Proposer will provide monthly insight reports to summarize posting activity, impressions, audience engagement, and any applicable trends. The following social media accounts will provide examples of desired content:

CRA Facebook

<https://m.facebook.com/HallandaleBeachCRA>

CRA Instagram

https://www.instagram.com/hallandale_beach_cra/?hl=en

CRA twitter

<https://twitter.com/hallandalecra?lang=en>

5. **Email Newsletter:** The CRA uses an email system to maintain active subscriber list for CRA. The Contractor shall provide copy and content for a total of four (4) monthly email newsletters and distribute them through the CRA's existing email service.

The Contractor will provide monthly analytic reports summarizing growth of the subscriber list, open rates, click rates, and social media shares.

6. **Email Blasts:** The CRA uses various social media channels and software to send out periodic email blasts to promote business promotional events and other promotional offers available through the CRA. The firm will provide assistance with creating email templates to promote various aspects of events.
7. **Blogs:** The CRA uses blogs to share information about local businesses, initiatives, and event details. Assistance with writing content for a minimum of one (1) blog to promote the various aspects of events in a unique and engaging manner.
8. **Website(s):** Provide assistance with adding updates related to participating businesses, entertainment, vendors, activities, sponsors, photos, etc. for various events throughout the year.
9. **Additional Services:** In addition to all the above stated functions and services, the CRA may have a need for specialized marketing or promotional services, crisis management, consultation services, photography, videography, printing and website design and maintenance services.

PROPRIETARY RIGHTS:

The Firm hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Firm hereunder or furnished by the Firm to the City and/or created by the Firm for delivery to the City, even if unfinished or in process, as a result of the Services the Firm performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Firm 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 and its subconsultants specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

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

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

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

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

- a. Proposer must be incorporated through Sunbiz with a status of **"Active"**.
- b. The filed date for firm in Sunbiz must be **2016** or earlier.
- c. Proposer **must** provide a copy of Proposer's Sunbiz with your response.

Minimum Qualification Requirement (MQR) # 2: Previous Experience:

- a. Please note the information for the Projects below **must** be the same as the Projects/Contracts requested and provided within the [Reference Form](#). The reference forms submitted must be completed and signed by the reference. Proposing Firm must send to two (2) references and obtain back a completed and signed Reference Check Form for each of proposing Firm's required two (2) references.
- b. Proposing Firm must have **performed two (2) projects of similar size, scope and complexity or greater, to this RFP and specifications** within the **last five (5) years**, 2016 to 2021.

c. Proposing Firm must address MRQ # 2. a. by responding also in the charts below.

Proposers must provide the information for MQR # 2 with details in the following charts. If more than two (2) chart is needed in order to provide the information for MQR # 2, Proposing Firm is to make copies of the chart and address as needed to meet MQR #2.

Name of Project # 1:	
Name and Location where provision of services were provided:	
Name of the Firm that was awarded the Contract for provision of the services.	
<p>Explain in detail how the Proposing Firm meets MQR # 2.</p> <p>Proposing Firm must <u>performed two (2) projects of similar size, scope and complexity or greater, to this RFP and specifications</u> within the <u>last five (5) years</u>, 2016 to 2021.</p> <p>Does proposing Firm meet MQR #2. Provide details.</p>	<div> <input type="checkbox"/> Yes. <input type="checkbox"/> No. </div> <div> <input type="checkbox"/> Yes. <input type="checkbox"/> No. </div>
Date when awarded Contract started:	Month: Year:
Date when Contract was completed :	Month: Year:
Updated contact name, phone and email for Project Manager where services were provided to.	

Name of Project # 2:	
Name and Location where provision of services were provided:	
Name of the Firm that was awarded the Contract for provision of the services.	
<p>Explain in detail how the Proposing Firm meets MQR # 2.</p> <p>Proposing Firm must <u>performed two (2) projects of similar size, scope and complexity or greater, to this RFP and specifications</u> within the <u>last five (5) years</u>, 2016 to 2021.</p> <p>Does proposing Firm meet MQR #2. Provide details.</p>	<div> <input type="checkbox"/> Yes. <input type="checkbox"/> No. </div> <div> <input type="checkbox"/> Yes. <input type="checkbox"/> No. </div>
Date when awarded Contract started:	Month: Year:
Date when Contract was completed :	Month: Year:
Updated contact name, phone and email for Project Manager where services were provided to:	

BACKGROUND INFORMATION FOR CRA:

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS

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

Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability: Consultant agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

Additional Insured: Consultant **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured – Owners

Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

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

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

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

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

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

CONTRACT TERMS

The term of the contract will be for three (3) years.

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

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

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

CONFLICT OF INTEREST

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

EVALUATION PROCESS AND CRITERIA:

Evaluation Process

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

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

Criteria

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

NUMBER	Evaluation Criteria	MAXIMUM Potential Points
1.	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If Firm does not provide all the required MQRs information, Firm’s proposal will not be reviewed and evaluated, and Firm’s submission will be determined non-responsive.	Ensure Firm provides all the MQRs within Firm’s submittal
Oral Presentations (if held). 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 below.		
2.	Firm’s Qualifications and Experience	30
3.	Approach to the Project	30
4.	Cost Proposal	15
5.	Past Performance - References.	15
6.	City of Hallandale Beach Local Vendor Preference.	2.5-10
	TOTAL POINTS	100

COST PROPOSAL:

- I. Firms must use the Cost Proposal below to submit your Firm's cost for this Project indicated in the Scope of Service herein.
- II. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.
- III. Proposing firm must completely fill out each row below. Please note payments will be made on a monthly basis based on progress payments.
- IV. The City may award multiple firms as available, by description of task, or in its entirety, as deemed in the best interest of the City.
- V. Your firm **must** provide a detailed fee schedule that explains the cost and services for each description of task.
- VI. **THERE WILL BE NO PRICE CHANGES FOR ALL TERMS OF THE CONTRACT.**

ITEM	DESCRIPTION OF TASK	HOURLY RATE:	YEAR 1	YEAR 2	YEAR 3
1.	Marketing and Branding Plan	\$	\$	\$	\$
2.	Public Relations	\$	\$	\$	\$
3.	Press releases generation and distribution	\$	\$	\$	\$
4.	Social media account and management	\$	\$	\$	\$
5.	Email newsletter	\$	\$	\$	\$
6.	Email blasts	\$	\$	\$	\$
7.	Blogs	\$	\$	\$	\$
8.	Websites	\$	\$	\$	\$
TOTAL PER YEAR:			\$	\$	\$
TOTAL FOR 3 YEAR TERM:			\$		

9. ADDITIONAL SERVICES:

PLEASE NOTE: IN ADDITION TO ALL THE ABOVE STATED FUNCTIONS AND SERVICES, THE CRA MAY HAVE A NEED FOR THE SERVICES BELOW TO BE USED AND REQUESTED AS FUNDING ALLOWS AND AS NEEDED FOR ALL OF THE CONTRACT TERMS.

ITEM:	DESCRIPTION OF TASK	HOURLY RATE:
1.	Specialized marketing	\$
2.	Promotional services	\$
3.	Crisis management	\$
4.	Consultation services	\$
5.	Photography	\$
6.	Videography	\$
7.	Printing and website design	\$
8.	Maintenance services	\$
	Additional Services. Describe below in rows 9-11:	
9.		\$
10.		\$
11.		\$

The costs must be inclusive of all related expenses including contract administration, technical assistance to the City, travel, and associated actions necessary for the Project by the Consultant as defined in the scope of work.

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.

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

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

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

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

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

PROPOSAL FORMAT:

The following format must be followed by Firms submitting responses to the RFP.

Proposing Firm response must provide all information requested below for items # 1 through # 11.

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

While additional data may be presented, the information requested in items #1 through #11, must be included for the proposing Firm. Items #1 through #11 represent criteria after which the proposals will be evaluated.

1. Title Page:

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

2. Table of Contents:

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

3. Transmittal Letter:

- a. A transmittal letter must be provided briefly stating the proposers' understanding of the work to be done, the commitment to perform the work within the required

time period, a statement why the Firm believes they are the best qualified to perform the work and a statement that the proposal is a Firm and irrevocable offer until such time as Board of Directors awards a contract as a result of this RFP.

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

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

4. Executive Summary:

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

5. Minimum Qualification Requirements (MQRs):

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

- e. The Proposer(s) awarded any contract as a result of this RFP will be required to maintain the Minimum Qualification Requirements #1 during the term of the contract and any contract renewals.
- f. All Minimum Qualification Requirements (MQRs) must be submitted with Proposer's response.

6. Required Forms:

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

- a. [Proposal Submitted by Form](#)
- b. [Variance Form](#)
- c. [Legal Proceedings Form](#)
- d. [Public Entity Crime Form](#)
- e. [Domestic Partnership Certification form](#)
- f. [Conflict of Interest Notification Requirement Questionnaire](#)
- g. [Drug Free Workplace Form](#)
- h. [Anti-Kickback Affidavit](#)
- i. [Confidentiality Form](#)
- j. [Scrutinized Companies](#)
- k. [Request to Withdraw Proposal Form](#)
- l. [Reference Form – \(two \(2\) completed and signed by reference\)](#)
- m. Addenda, if any.

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 graphic design. 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 sets the Proposer apart from others who perform the same or similar services.
- e. Demonstrated experience in providing graphic design services 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. Provide detailed 12 month project plan/timeline of how the design and development process will be executed for each design addressed in the RFP.
- c. Address ability and approach to offer all the services referenced in the scope of work section.
- d. Innovative, creative approach to the project.
- e. Provide four (4) samples of work for each of the following categories:
 - i. Marketing campaigns, logo development projects, brand identity
 - ii. Graphic design – logo, ads, posters, email template, others.
 - iii. Copywriting – blog, press release, others.
 - iv. Brochures, posters, others.
 - v. Social media examples
 - vi. Website creation
 - vii. ad placement.

9. Past Performance – References:

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

10. Cost Proposal:

The cost proposal will be evaluated based on the Cost Proposal Sheet as provided above.

11. City of Hallandale Beach Local Vendor Preference:

Click link for description of [City of Hallandale Beach LVP](#) and process for application.

ORAL PRESENTATIONS:

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

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

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

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

SUBMITTAL DUE DATE:

RESPONSES ARE DUE: NOVEMBER 16, 2021 NO LATER THAN 11:00 AM.

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

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
PLACE THE NAME OF YOUR FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2021-2022-CRA001
MARKETING, SOCIAL MEDIA BRANDING, PUBLIC RELATIONS
AND GRAPHIC DESIGN SERVICES

LATE PROPOSALS WILL NOT BE ACCEPTED

MANDATORY REGISTRATION FOR THE IN-PERSON PRE-PROPOSAL

Firms shall register for the pre-proposal conference by October 22, 2021 no later than 11:00 am. For registration, please email gcuevas@cohb.org with subject line to read “Registration for Scheduled Pre-Proposal conference – RFP # FY 2021-2022-CRA001 CRA MARKETING SERVICES”, and provide company name; first name, last name, job title, phone number, and email of person attending meeting.

IN-PERSON NON-MANDATORY PRE-PROPOSAL CONFERENCE:

For this RFP the CRA is holding a Non-Mandatory Pre-Proposal Conference. The Pre-Proposal Conference is held to explain in detail the RFP. It is strongly encouraged that Firms interested in proposing to this RFP attend the Pre-Proposal Conference as a tool to be successful in responding to the CRA’s project.

No questions will be answered during this meeting. All questions must be submitted per instruction below.

Non-Mandatory Pre-Proposal Conference is being held **OCTOBER 25, 2021 at 11:00 AM**, City Hall, City Commission Chambers, 400 S. Federal Highway, Hallandale Beach, FL 33009.

LAST DAY FOR QUESTIONS AND CONTACT INFORMATION:

Any questions are to be submitted via email to gcuevas@cohb.org no later **OCTOBER 27, 2021 11:00 am.**

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

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

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

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

RFP DOCUMENT RELEASED	OCTOBER 12, 2021
<p><u>NON-MANDATORY PRE-PROPOSAL CONFERENCE:</u> Meeting will be held at the City Hall Commission Chambers (in person only). If firm is attending meeting a sign in sheet will be available at City Hall Commission Chambers.</p> <p><u>No questions will be answered during this meeting.</u> <u>Please see last day for questions information and submit all questions to email provided below.</u></p>	<p><u>OCTOBER 25, 2021 @ 11:00 A.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>CITY HALL COMMISSION CHAMBERS</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p>
<p><u>MANDATORY REGISTRATION FOR NON-MANDATORY PRE-PROPOSAL CONFERENCE:</u> Firms <u>shall</u> register for the scheduled non-mandatory pre-proposal conference. The City is requesting mandatory registration in order to manage the # of attendees because of COVID19 guidelines. For registration, please email gcuevas@cohb.org with subject line to read "Registration for NON-MANDATORY PRE-PROPOSAL CONFERENCE 2021-2022-CRA001 MARKETING SERVICES". Provide company name; first name, last name, job title, phone number, and email of person attending.</p>	<p><u>OCTOBER 22, 2021</u> <u>NO LATER THAN 11:00 A.M.</u></p>

QUESTIONS DEADLINE All questions must be emailed to gcuevas@cohb.org and will be answered via addendum.	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN OCTOBER 27, 2021 BY NO LATER THAN 11:00 AM
DEADLINE FOR RECEIPT OF PROPOSALS	<u>NOVEMBER 16, 2021</u> <u>NO LATER THAN 11:00 A.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>OFFICE OF THE CITY CLERK –</u> <u>2ND FLOOR SUITE 204</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u> <u>LATE PROPOSALS WILL NOT BE</u> <u>ACCEPTED</u>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL PRESENTATIONS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY BOARD OF DIRECTORS – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

FORMS SECTION

Proposing Firm must complete and include all forms within the proposal submitted on USB drive.

- a. [Proposal Submitted by Form](#)
- b. [Variance Form](#)
- c. [Legal Proceedings Form](#)
- d. [Public Entity Crime Form](#)
- e. [Domestic Partnership Certification form](#)
- f. [Conflict of Interest Notification Requirement Questionnaire](#)
- g. [Drug Free Workplace Form](#)
- h. [Anti-Kickback Affidavit](#)
- i. [Confidentiality Form](#)
- j. [Scrutinized Companies](#)
- k. [Request to Withdraw Proposal Form](#)
- l. [Unable to submit](#)
- m. [Reference Check Form – \(Two \(2\) completed and signed by reference\)](#)
- n. [Addenda](#)

THIS PROPOSAL SUBMITTED BY:

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

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

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

VARIANCE FORM

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

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

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

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-d below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

- a. **Arbitrations:** List all arbitration demands filed by or against 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.

☐ Check here if provided ☐ 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.

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

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

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

- d. **Bankruptcies:** Has 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 if provided ☐ 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 if provided ☐ Check here if Not Applicable (N/A)

I, _____,
Name of Authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

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

Signature of Authorized Officer per Sunbiz

Print Name of Authorized Officer per Sunbiz

PUBLIC ENTITY CRIME FORM

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

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

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2021

Domestic Partnership Certification Form
--

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

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

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

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

Check only one box below:

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

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

I, _____,
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

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

Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF

_____, 20__ BY _____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary

Commission expires

Print Name of Notary Public

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

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

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

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

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

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

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/Firm

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:
(Name of Business)

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

CONFIDENTIALITY FORM

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

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

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

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

SCRUTINIZED COMPANIES

The undersigned vendor in accordance with Florida Statute § 287.135

Hereby certify that _____
does not:

(Name of Business)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

☐ **Affirm**

REQUEST TO WITHDRAW PROPOSAL FORM

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

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

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

of _____
Name of Firm as it appears on Sunbiz and/or legal documentation request to withdraw Firm's proposal
for **RFP # FY 2021-2022-CRA001 MARKETING, SOCIAL MEDIA BRANDING, PUBLIC RELATIONS AND
GRAPHIC DESIGN SERVICES.**

Signature Title

Date: _____

Time: _____

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

HAVE RECEIVED THE RFP

(COMPANY NAME)

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

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	
RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:	
CITY OF HALLANDALE BEACH	
PROCUREMENT DEPARTMENT	
400 SOUTH FEDERAL HIGHWAY, ROOM 242	
HALLANDALE BEACH, FL 33009	
TITLED: RFP # FY 2021-2022-CRA001	
CRA MARKETING, SOCIAL MEDIA BRANDING, PUBLIC RELATIONS	
AND GRAPHIC DESIGN SERVICES	

REFERENCE FORM:

Please note: The references provided below must be the same as the projects/contracts provided for response to MQR # 2.

References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.

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

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

REFERENCE FORM
Please note that the information for the Projects/Contracts for MQR # 2, must be the same as the Projects/Contracts provided within the Reference Form.
RFP # FY 2021-2022-CRA001 MARKETING, SOCIAL MEDIA BRANDING, PUBLIC RELATIONS AND GRAPHIC DESIGN SERVICES
PROPOSING FIRM'S NAME(S):
PROJECT NAME:
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:
WHAT SPECIFIC SERVICES WERE AWARDED THROUGH THE CONTRACT: PLEASE BE SPECIFIC

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

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

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

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

3. How long was the awarded Contract for?

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

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

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

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

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

--

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

--

ADDITIONAL COMMENTS:

SIGNATURE: _____ **Date:** _____

GENERAL TERMS AND CONDITIONS:

I. SUBMISSION AND RECEIPT OF PROPOSALS

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

II. GENERAL TERMS AND CONDITIONS

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

1. CONE OF SILENCE:

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

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

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

(d) Procedure.

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

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

2. SPECIAL ACCOMODATIONS

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

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

3. CONFIDENTIAL MATERIAL

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

4. DOMESTIC PARTNER BENEFITS REQUIREMENT:

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

Equal Benefits Requirements

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

Contracts

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

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

Exception and waiver

The provision of this section shall not apply where:

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

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

5. LOBBYIST REGISTRATION:

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

6. SCRUTINIZED COMPANIES:

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

7. PROPOSAL ACCEPTANCE PERIOD:

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

8. PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain 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. CRA/City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the CRA/City, and to defend, indemnify, by Counsel chosen by the CRA/City Attorney, the CRA/City and CRA/City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the CRA's/City's treatment of records as public records.

9. ADDENDA AND MODIFICATIONS:

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

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

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

10. PERFORMANCE:

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

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

11. DELIVERY:

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

12. DEFAULT PROVISION:

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

13. COPYRIGHTS AND/OR PATENT RIGHTS:

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

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

14. TAXES:

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

15. FAILURE TO SUBMIT PROPOSAL:

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

16. SIGNED PROPOSAL CONSIDERED AN OFFER:

The signed Proposal shall be considered an offer on the part of the Proposer or Firm, which offer shall be deemed accepted upon approval by the CRA Board of Director of the City of Hallandale Beach CRA, Florida and in case of default on the part of the successful Proposer or Firm, after such acceptance, the CRA/City may take such action as it deems

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

17. LIABILITY, INSURANCE, LICENSES AND PERMITS:

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

18. RESERVATION FOR REJECTION AND AWARD:

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

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

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

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

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

19. OMISSION OF INFORMATION:

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

20. INSPECTION OF FACILITIES / SITE VISIT N/A:

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

21. PROPOSER'S COSTS:

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

22. UNAUTHORIZED ALIENS

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

23. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

24. PROTEST PROCEDURES:

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

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

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

(3) Protest Filing Fee

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

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

(5) Authority to resolve protests

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

(6) Special Magistrate

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

25. QUALIFICATIONS OF PROPOSER:

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

26. CONFLICT OF INTEREST

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

27. SAMPLE FORM CONTRACT:

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

28. AWARD OF CONTRACT:

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

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

29. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:

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

with City funds. Click to access [2009.002 Expanded Polystyrene \(Styrofoam\) Administrative Policy](#).

30. FALSE CLAIMS ORDINANCE NO. 2018-22:

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

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).
- Procurement of recovered materials (2 C.F.R. Part 200.322).
- Contract cost and price (2 C.F.R. Part 200.323).
- Awarding agency and pass-through entity review (2 C.F.R. Part 200.324).
- Bonding requirements (2 C.F.R. Part 200.325).
- Contract provisions (2 C.F.R. Part 200.326 and Appendix II).

AGREEMENT

Between

CITY of HALLANDALE BEACH CRA, FLORIDA

and

(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)

for

RFP # FY 2021-2022-CRA001 CRA MARKETING SERVICES

PLEASE NOTE:

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

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

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

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

CRA PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 2021 (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 2021-2022-CRA MARKETING SERVICES awarded by Resolution No. 2021-00_, 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 terminate one hundred eighty (180) days thereafter. 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. Consultant agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of the Scope of Work and thereafter for the period of the applicable Statute of Limitations and applicable Statute of Repose the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as HBCRA's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under any resulting contract.

Commercial General Liability. Consultant agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability

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

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

Professional Errors & Omissions Liability. Consultant agrees to maintain Professional Error's & Omissions Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000

Annual Aggregate... The Consultant agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective of the Contract, or the performance of services hereunder. The Consultant agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

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

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

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

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

Umbrella or Excess Liability. Consultant may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse HBCRA 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 HBCRA reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, HBCRA 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 form, 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 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

Copy to: Steven W. Zelkowitz
HBCRA Attorney
Spiritus Law
2525 Ponce De Leon Blvd., Suite 1080
Coral Gables, FL 33134
Telephone No. (305) 224-1003

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: _____, 2021

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: _____

Spiritus Law
HBCRA Attorney

CITY OF HALLANDALE BEACH LOCAL VENDOR PREFERENCE

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

The City of Hallandale Beach has a Hallandale Beach Local Vendor Preference (CHBLVP). The CHBLVP is not a requirement for this RFP. However, if the Proposing Firm itself or the Proposing Firm's subcontractor(s) qualify as a Hallandale Beach Local Vendor, read below to make the determination of how to do that, in order to receive the Hallandale Beach Local Vendor Preference consideration. The Proposer must identify all Hallandale Beach local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each Local Vendor will be responsible for performing and the dollar value of work as a percentage of the total Contract value.

All proposers 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.

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 paper work/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 all of the following:

- 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 Receipt 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 Receipt (BTR) from Hallandale Beach:

The valid Business Tax Receipt 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 Receipt 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 Receipt 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 Receipt 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 Receipt (BTR) 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 Receipt must be submitted with response to the solicitation. The valid Business Tax Receipt 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 (LVP) to a Bid response.

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 the following process below will apply.

Process to apply the LVP to a Bid response having provided all items required

Conditions:

- (1) A vendor/business can only qualify for one tier preference level.
- (2) A vendor/business with outstanding liens, fines or violations with the city shall not be eligible to qualify for tier 1—3 status.
- (3) A vendor/business that operates through a post office box shall not be eligible to qualify for tier 1-3.

Process to apply the LVP to bids:

- (1) *Competitive bid tier 1 local vendor preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 1 local vendor is within ten percent of the lowest price submitted by any vendor, the tier 1 local vendor shall have an option to submit another bid to match the lowest

responsive bid. If the tier 1 local vendor submits a bid that matches the lowest responsive bid, then the award will go to the tier 1 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

(2) *Competitive bid tier 2 local vendor preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 2 local vendor is within five percent of the lowest price submitted by any vendor, the tier 2 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 2 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 2 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

(3) *Competitive bid tier 3 local vendor preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 3 local vendor is within two and one-half percent of the lowest price submitted by any vendor, the tier 3 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 3 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 3 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

If there is a tier 1 local vendor and a tier 2 local vendor and a tier 3 local vendor participating in the same bid solicitation and the three vendors qualify to submit a second bid as detailed above, the tier 1 local vendor will be given first option.

If the tier 1 local vendor cannot match the lowest bid received, an opportunity will be given to the tier 2 local vendor. If the tier 2 local vendor cannot match the lowest bid received, then an opportunity will be given to the tier 3 local vendor. If the tier 3 local vendor cannot match the lowest bid received, then the bid will be awarded to the lowest bidder regardless of tier 1, tier 2 or tier 3 local vendor preference.

If multiple local vendors submit bids which are within ten percent of the lowest bid, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the tier 1 local vendor submitting the lowest BAFO providing that the BAFO at least matches the lowest bid received in the original solicitation. If no tier 1 local vendor can beat the lowest bid by matching it, then the process will be repeated with tier 2 and tier 3 local vendors who have submitted a bid which is within two and one-half percent of the lowest bid. If no tier 1, tier 2 or tier 3 local vendor can submit a BAFO that matches the lowest bid submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of the tiers.

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.