



**REQUEST FOR PROPOSALS  
(RFP) # FY 2018-2019-004**

**CITY OF HALLANDALE BEACH  
GROUP MEDICAL WITH PHARMACY, MEDICAL GAP PLAN, DENTAL,  
VISION, EMPLOYEE ASSISTANCE PROGRAM, FLEXIBLE SPENDING  
ACCOUNT AND COBRA ADMINISTRATION**

<u>RFP DOCUMENT RELEASED</u>	<u>MARCH 11, 2019</u>
<u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u>	<u>MARCH 21, 2019 @ 9:00 A.M.</u>
<u>QUESTIONS DUE</u>	<u>MARCH 22, 2019 @ 11:00 A.M.</u>
<u>RFP DEADLINE FOR RECEIPT OF PROPOSALS</u>	<u>APRIL 17, 2019 @ 11:00 A.M.</u>
<u>SUBMIT TO:</u>	<u>CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – SUITE 204 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</u>
<u>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</u>	

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
HUMAN RESOURCES DEPARTMENT  
AND  
PROCUREMENT DEPARTMENT**

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## **SCOPE OF WORK**

### **PURPOSE**

The City of Hallandale Beach “City” is seeking proposals from qualified Firms (“Proposer” or “Proposing Firm”) to provide services of its fully-insured Medical with Pharmacy, alternative Medical Open Access Health Maintenance Organization (HMO), Dental, Vision, Employee Assistance Program (EAP), Flexible Spending Account (FSA) and COBRA Administration as further described in this Request for Proposal (RFP).

Proposals will be considered only from proposing Firms who can demonstrate to the City a professional ability to perform the type of work specified within the RFP.

### **CITY HIRED CONSULTANT**

City Commission approved on January 9, 2019 via Resolution No. 2019 –004 retaining the services of Gallagher Benefit Services, Inc. (GBS) “Consultant” as independent risk and insurance management consultant to assist in the scope of services production, evaluation and carrier selection. GBS will also be responsible for evaluating the Minimum Qualification Requirements (MQRs) for all proposal(s) and will be responsible for deeming a proposal as responsive or non-responsive. GBS acts solely in its capacity as Consultant. The Consultant does not participate in commissions from any insurance company, agent or broker, nor does it accept any income from other than the City.

The City has approximately four hundred and forty-five (445) active, fulltime employees and sixty-eight (68) pre/post retirees and dependents. All full-time employees are eligible to participate including active employees, dependents, retirees, retirees’ dependents, and domestic partners. The City also offers its benefits program to Police and Fire Fighters, however, Fire Fighters may not be part of the program either before or after the effective date in October 2019. New employees are eligible for benefits on the first of the month following thirty (30) days from date of hire. All plans are not grandfathered. Self-insurance proposals will not be considered.

Any changes to benefit plan designs are subject to labor negotiations.

The City does not have an incentive for employees opting out of the fully-insured medical, dental or vision plans. The City, at its sole option, can change/modify the current contributions strategy and distribution among the tiers, including the City’s funding towards the Health Reimbursement Account (HRA). The City’s tier structure is broken out by positions. The description of each tier can be found in Exhibit L. The City remits both the employer and employee contributions at the end of each month.

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The City reserves the right to negotiate services and benefits each plan year, including but not limited to:

- Redesign of benefit plans, contributions models, etc.
- Health Reimbursement Account Funding
- Other creative cost savings programs

At the sole discretion of the City, the City reserves the right to contract for one (1) or more plans independently or contract for multiple plans from the same vendor(s). In order to properly evaluate the financial impact of these options, this RFP requests the cost and utilization data necessary to properly model and forecast the programs being proposed. Proposers who do not provide the requested information may be negatively impacted during the shortlisting and ranking process.

The City will contract directly with insurance companies, health maintenance organization providers, and/or third-party administrators. The City will not contract with independent agents or independent third parties acting as agent or broker. All Proposers should comply with all applicable Florida Statutes.

Proposing Firm(s) may propose on any combination of such plans. It is anticipated that the City will award all Medical and Pharmacy benefit services to one (1) proposer; award all Dental benefit services to one (1) proposer; award all Vision benefits to one (1) proposer and award all FSA/COBRA Administration to one (1) proposer. However, the City reserves the right to award to more than one (1) vendor.

The proposing Firm(s) awarded will be responsible to set up, maintain and provide all required services as set forth in this RFP.

The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposing Firm(s) will be responsible to submit technical submittal based upon the proposing Firm(s) program that will meet the goals, objectives and requirements set forth herein.

**MEDICAL WITH PHARMACY**

Within the last five (5) years, the City has utilized two (2) carriers, Coventry 10/1/2013 – 9/30/2014, and Cigna 10/1/2014 – Current. Proposals are to be based on an October 1, 2019, effective date.

The City has included, in Exhibit H, the current High Deductible Health Plan - Health Reimbursement Account (HDHP-HRA) plan and an alternative Open Access HMO plan design

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option. Proposers may provide a single alternative Open Access HMO plan design based on the plan option provided in Exhibit C. Proposers should identify any existing City benefits, benefit limitations or system limitations that the proposer cannot administer on the current plan design, within Exhibit C. If no deviations are outlined, then it is assumed the proposer can match the benefits as outlined in both the current HRA in conjunction with the HDHP medical plan and alternative Open Access HMO plan.

The City contributions are based on a tier structure, Exhibit L outlines the current tier structure and contributions.

**MEDICAL GAP PLAN**

The City is interested in reviewing a Medical Gap plan option with its medical plan to its eligible employees and retirees. The City currently does not offer a Medical Gap Plan and is interested in a program that closely matches and offsets the employee cost for deductible and out-of-pocket maximums for the current and alternative benefit designs.

**DENTAL**

The City currently offers fully-insured Dental Maintenance Organization (DMO) and Dental Preferred Provider Organization (DPPO) plans and contributes a portion of the employee and dependent premiums.

The City has included, in Exhibit I, the current DMO and DPPO plan designs. Proposers should identify any existing City dental benefits, benefit limitations or system limitations that the proposer cannot administer on the current plan design, within Exhibit C. If no deviations are outlined, then it is assumed the proposer can match the benefits as outlined in both the current DHMO and DPPO plans.

**VISION**

The City currently offers a fully-insured vision plan and the City pays a portion of the total premiums. The City has included, in Exhibit J, the current Vision plan design. Proposers should identify any existing City vision benefits, benefit limitations or system limitations that the proposer cannot administer on the current plan design, within Exhibit C. If no deviations are outlined, then it is assumed the proposer can match the benefits as outlined in the current vision plan.

**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The City currently offers an EAP to its eligible members and their dependents. The EAP is serviced by Cigna and includes up to five (5) face-to-face sessions per incident with full-service work/life



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support program and sixteen (16) employer service hours or eight (8) actual hours per year. The City has included Exhibit K. If no deviations are outlined, then it is assumed the proposer can match the benefits as outlined in the current EAP plan.

### **FLEXIBLE SPENDING ACCOUNT (FSA) / COBRA**

The City currently offers FSA and CORBA through WageWorks. The City is seeking these services to administer both a medical spending account and a dependent spending account. In addition, the COBRA administer will provide all COBRA administration for all lines of coverage.

### **MINIMUM QUALIFICATION REQUIREMENTS – MQRs**

This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet for the Firm's response to be considered responsive. **Please read the MQRs to ensure Firm meets these requirements prior to submitting a response to this RFP.**

**Firm(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and Firms proposal will not be evaluated.**

### **EXHIBITS**

The following Exhibits are included as part of this RFP, and can be downloaded from the City's website at [www.cohb.org/solicitations](http://www.cohb.org/solicitations) and DEMANDSTAR [www.demandstar.com/](http://www.demandstar.com/)

- Exhibit A – Vendor Submittal Checklist
- Exhibit B – Questionnaires
  - Exhibit B1 – Medical with Pharmacy, EAP and GAP Questionnaire
  - Exhibit B2 – Dental Questionnaire
  - Exhibit B3 – Vision Questionnaire
  - Exhibit B4 – FSA and COBRA Questionnaire
- Exhibit C – Plan Designs
  - C1.1 - Medical HDHP-HRA
  - C1.2 – Medical Alternative HMO
  - C2.1 – Dental HMO
  - C2.2 – Dental PPO
  - C3 – Vision Plan Design Template
- Exhibit E – Financial Response Forms
  - E1 - Medical with Pharmacy and Medical Gap Financial Response Form
  - E2 – Dental Financial Response Forms

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- E3 – Vision Financial Response Form
- E4 – EAP Financial Response Form
- E5 – FSA and COBRA Financial Response Form
- Exhibit F – Census Data
- Exhibit G – 2016 -YTD Medical Claims Data
- Exhibit G – 2016-YTD Vision Claims Experience
- Exhibit G – 2017-2018 Dental Claims Data
- Exhibit H – Medical and Pharmacy Benefit Summaries – Active
- Exhibit H – Medical and Pharmacy Benefit Summaries - Retirees
- Exhibit I – Dental Benefit Summaries – DMO
- Exhibit I – Dental Benefit Summaries - DPPO
- Exhibit I – Dental Certificate of Coverage
- Exhibit J – Vision Benefit Summary
- Exhibit K – EAP Brochure
- Exhibit L – Benefit Summary Tier Structure – All Benefit Plans
- Exhibit M – City Form Agreement
- Exhibit O – General Scope of Services Form

**All proposals must be submitted in accordance with the RFP document which may be obtained online at [www.cohb.org/solicitations](http://www.cohb.org/solicitations)**

### **MINIMUM QUALIFICATION REQUIREMENTS (MQRs)**

- This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet in order for the Firm's response to be considered responsive. **Please read the MQRs to ensure Firm meets these requirements prior to submitting a response to this RFP. All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
- Proposing Firm(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.
- All Firms that are submitting a response to this RFP, either through Joint Venture, a Joint Collaborative Proposal, etc., must submit a single response proposal.
- All Firm(s) that will be named and providing work under Firm's submission must submit all forms requested in the RFP document.



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- The Firm awarded the Contract will be required to maintain all Minimum Qualification Requirements during the term of the Contract and any Contract renewals.

**The City's Consultant hired to review responses, Gallagher Benefit Services, Inc., will be responsible in evaluating the Minimum Qualification Requirements of the proposers and will be responsible for deeming a proposer as responsive or non-responsive.**

**Minimum Qualification Requirement (MQR) # 1: Licenses**

Proposing Firm(s) must be licensed in the State of Florida for proposed services within the past three (3) years. Provide a copy of Firms current license(s) and /or certificate meeting this MQR.

**Minimum Qualification Requirement (MQR) # 2: Coverage Rating**

2a. If Proposer is an insurance carrier, Proposer must be licensed to provide coverages in the State of Florida with an AM Best rating of A- or higher and financial size category of VI or larger. Provide a copy of rating with response.

**Or**

2b. Two (2) years of **independent audited** financial statements **must** be provided, if Proposer is an insurance carrier and cannot not comply with MQR # 2a or if Proposer is not an insurance carrier.

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

Proposing Firm(s) must be actively engaged for a period of three (3) years or longer in providing similar scope of services and demonstrate experience in required services. This will be verified through the references.

**Minimum Qualification Requirement (MQR) # 4: Online Enrollment Platform**

The City requires an online enrollment platform. The estimated cost is approximately \$40,000. The proposing Firm will be required to pay the City for this platform. The cost will be included in any contract awarded.

**Minimum Qualification Requirement (MQR) # 5: Medicare Only**

The Medical proposer must provide a wellness fund of \$65,000 per year to be utilized by the City for wellness activities. The cost will be included in any contract awarded.

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**BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH**

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 39,000 off –season with an increase in population to approximately 50,000 during season. The City’s fiscal year begins October 1 and ends September 30.

The City provides the following services to its residents:

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

The City of Hallandale Beach is a Commission-Manager form of government, consisting of five (5) elected officials: a Mayor, a Vice-Mayor and three (3) Commissioners who establish legislative policies; which are then carried out by the City Manager. The Commissioners and Mayor are elected at-large during municipal elections that are held the first Tuesday of November in even numbered years. Commission members select the Vice-Mayor from their own membership following each election.

**DEFINITIONS**

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

**“Award”** means the acceptance of a proposal, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the purchasing authority of the City Manager, except for emergency purchases.

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

**“City’s Contract Administrator”** means the City’s representative duly authorized by the City Commission and/or City Manager, to provide direction to the Consultant regarding services provided pursuant to this RFP and the Contract.

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

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

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

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

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

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

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

**“Proposer”** means one who submits a Proposal in response to a solicitation. The terms “Proposer”, “Bidder” “Respondent” are used Interchangeable with “Operator” and “Firm” and have the same meaning.

**“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).

**“Scope of Services or Scope of Work”** the work to be performed by the selected Proposer/Firm under the Contract.

## **INSURANCE REQUIREMENTS**

The awarded Firm(s) will be required to obtain and maintain the insurance requirements as set forth below in the City’s Form Agreement. Insurance requirements must be held for the life of the Contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the Commission. The requirements for insurance are stated below, City’s Form Agreement, Article 5.

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## **CONTRACT TERMS**

### **Medical**

The Contract period will begin October 1, 2019, or date of award, whichever is later and continuing through September 30, 2022.

### **Dental**

The Contract period will begin beginning October 1, 2019, or date of award, whichever is later and continuing through September 30, 2022.

### **Vision**

The Contract period will begin October 1, 2019, or date of award, whichever is later and continuing through September 30, 2022.

### **EAP**

The Contract period will begin October 1, 2019, or date of award, whichever is later and continuing through September 30, 2022.

### **FSA/COBRA**

The Contract period will begin October 1, 2019, or date of award, whichever is later and continuing through September 30, 2022.

For all five (5) requested services, renewal guarantees are encouraged and will be considered favorably.

The term of each contract for the above services may, by mutual agreement between the City and the awarded Firm, upon the Evaluation Committee's recommendation to the City Commission and subsequent approval by the City Commission, maybe extended for two (2) additional one (1) -year periods. If needed, upon the City's sole option after the initial or any one (1) -year renewal option, an extension of 180 days beyond the expiration date of the renewal period at a rate change not to exceed the same rates/fees as the previous 12-month period. The Human Resources Department will, if considering renewing, request a letter of intent to renew from each awarded Firm, prior to the end of the current Contract period. The awarded Firm will be notified when the recommendation has been acted upon by the City. All prices shall be firm for the term of the Contract.

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

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

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

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach 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 City. The City 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.

### **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.

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



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## **EVALUATION PROCESS AND CRITERIA:**

### **Evaluation Process**

The Proposing 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 proposals will carry more weight than their form or manner of presentation.

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

### **Criteria**

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

<b>NUMBER</b>	<b>Evaluation Criteria</b>	<b>MAXIMUM Potential Points</b>
1.	Proposing Firm's MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – In order to be considered for award and to be further evaluated, Proposer must meet or exceed the stated criteria as of the opening date of the Proposal. The Proposer is responsible for providing the information in its response. <b>There are no points awarded for meeting the Minimum Eligibility requirements.</b>	Ensure Proposer provides all the MQRs within Firm's submittal.
2.	Firm's Experience and Qualifications	30
3.	Scope of Services	35
4.	Cost of Services	35
	<b>TOTAL POINTS</b>	<b>100</b>

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**INSTRUCTIONS FOR SUBMITTAL OF RESPONSES**

1. Firms must submit responses on a Universal Serial Bus (USB) drive. **Provide one (1) USB drive and provide one (1) hardcopy with your Firms' submittal.**
2. 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.
3. **Firms must make sure that the pdf files provided are searchable prior to submission.** Do not place passwords on the USB drive.
4. Section below, Proposal Format, outlines the format to be followed for responses to this RFP.

**PROPOSAL FORMAT:**

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

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

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

While additional data may be presented, the information requested in items #1 through #10, must be included for the proposing Firm. Items #1 through #10 represent the 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 Content**

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

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best qualified to perform the work and a statement that the proposal is a Firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.

The transmittal letter must be signed by a duly authorized officer(s) of your Firm, as registered with the Florida Secretary of State through the Division of Corporations website at: [www.sunbiz.org](http://www.sunbiz.org). Your Firm must provide a copy your Firm's Sunbiz following the transmittal letter in order 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 Firm, their titles, addresses, telephone numbers and email addresses.
- c. Provide the name of the Project Manager who will be the direct point of contact during the term of the Agreement.

**4. 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 City.

**5. MINIMUM QUALIFICATION REQUIREMENTS (MQRs)**

- a. Proposing Firm responding to this RFP must submit with Firm's response all Minimum Qualification Requirements (MQRs) requested in MQRs section. Please read the MQRs to ensure proposing Firm meets these requirements prior to submitting to this RFP.
- b. **Firm(s) that do not comply with the outline below will be determined non-responsive and disqualified from the evaluation process.**
- c. **All Firm(s) named that will be providing work under Firm's submission must also submit all forms requested RFP document.**
- d. The Proposer awarded the Contract will be required to maintain all Minimum Qualification Requirements during the term of the Contract and any Contract renewals.

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Gallagher Benefit Services, Inc. will be responsible for evaluating the Minimum Qualification Requirement of the proposers and will be responsible for deeming a proposer as responsive or non-responsive.

**6. Required Forms**

Proposing Firm must complete and include all forms within the proposal and submit on USB drive and one (1) hardcopy:

- 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. [Reference Check Form](#)
- i. [Anti-Kickback Affidavit](#)
- j. [Truth-In-Negotiation Certificate](#)
- k. [Addenda](#)
- l. Exhibit A – Vendor Submittal Checklist
- m. Exhibit B – Questionnaires
  - a. Exhibit B1 – Medical with Pharmacy, EAP and GAP Questionnaire
  - b. Exhibit B2 – Dental Questionnaire
  - c. Exhibit B3 – Vision Questionnaire
  - d. Exhibit B4 – FSA and COBRA Questionnaire
- n. Exhibit C – Plan Designs
  - a. C1.1 - Medical HDHP-HRA
  - b. C1.2 – Medical Alternative HMO
  - c. C2.1 – Dental HMO
  - d. C2.2 – Dental PPO

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e. C3 – Vision Plan Design Template

o. Exhibit E – Financial Response Forms

a. Exhibit E1 - Medical with Pharmacy and Medical Gap Financial Response Form

b. Exhibit E2 – Dental Financial Response Forms

c. Exhibit E3 – Vision Financial Response Form

d. Exhibit E4 – EAP Financial Response Form

e. Exhibit E5 – FSA and COBRA Financial Response Form

p. Exhibit O – General Scope of Services Form

**7. Firms Experience and Qualifications**

Complete the appropriate Exhibits.

**8. Scope of Services**

See Exhibit O and any other appropriate Exhibits.

**9. Cost of Services**

To be provided in the appropriate Exhibits.



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**ORAL PRESENTATIONS**

The Evaluation Committee may select proposers to conduct Oral Presentations.

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

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

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

**All proposals must be submitted in accordance with the Request for Proposal (RFP) document which may be obtained online at [www.cohb.org/solicitations](http://www.cohb.org/solicitations).**

**SUBMITTAL DUE DATE:**

**RESPONSES ARE DUE: APRIL 17, 2019 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 – 2<sup>ND</sup> FLOOR – SUITE 204  
HALLANDALE BEACH, FL 33009  
TITLED: RFP # FY 2018-2019-004  
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**LATE PROPOSALS WILL NOT BE ACCEPTED**

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**NON-MANDATORY PRE-PROPOSAL CONFERENCE**

For this RFP the City 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 City's project. The Conference will explain the scope of work, and documentation. The Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP and to ask questions directly to City Staff.

Non-Mandatory Pre-Proposal Conference is being held **March 21, 2019 at 11:00 am**, City Hall, City Commission Chambers, 400 S. Federal Highway, Hallandale Beach, FL 33009.

This meeting will be recorded and available as a public record if requested.

**LAST DAY FOR QUESTIONS AND CONTACT INFORMATION**

Any questions are to be submitted via email only to Carolyn Allen-Smith, Procurement Specialist, at [csmith@cohb.org](mailto:csmith@cohb.org) no later than **March 22, 2019 at 11:00 a.m.**

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](http://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.**

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**TENTATIVE SCHEDULE**

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

RFP DOCUMENT RELEASED	<b>MARCH 11, 2019</b>
NON-MANDATORY PRE-PROPOSAL CONFERENCE	<b>MARCH 21, 2019 11:00 A.M. CITY COMMISSION CHAMBERS</b>
QUESTIONS	ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN <b>MARCH 22, 2019</b> <b>BY NO LATER THAN 11:00 A.M.</b>
<b>RFP DEADLINE FOR RECEIPT OF PROPOSALS</b>	<b><u>APRIL 17, 2019</u> <u>BY NO LATER THAN 11:00 A.M.</u></b>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL PRESENTATIONS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	<b>OCTOBER 1, 2019</b>

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UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case. If 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](mailto: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:
<b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:</b>
<b>CITY OF HALLANDALE BEACH</b>
<b>PROCUREMENT DEPARTMENT</b>
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: RFP # FY 2018-2019-004</b>
<b>CITY OF HALLANDALE BEACH GROUP MEDICAL WITH PHARMACY, MEDICAL GAP PLAN, DENTAL, VISION, EMPLOYEE ASSISTANCE PROGRAM FLEXIBLE SPENDING ACCOUNT AND COBRA ADMINISTRATION</b>

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**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.



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**VARIANCE FORM**

The proposing Firm must provide and state any and all Variances to this RFP, Specifications, the Terms and Conditions and City Form Agreement 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, the Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The fully executed Agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Tom Camaj, via email [tcamaj@cohb.org](mailto:tcamaj@cohb.org) within five (5) business days from receipt of the email from the Procurement Department. Failure to provide a duly executed Agreement to the City within five (5) business days from receipt may result in loss of award. Variances requested to either the RFP, the Terms and Conditions and the City Form Agreement may result in the City rescinding award of Contract.

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


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**LEGAL PROCEEDINGS FORM**

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

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

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**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 \_\_\_\_\_, 2019

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**Domestic Partnership Certification Form**

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

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

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

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

**Check only one box below:**

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

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- ☐ 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

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**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

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

---

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

---

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

---

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

---

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

---

**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

---

**5.**

---

Signature of person/Firm

---

Date



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**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that \_\_\_\_\_ does:  
(Name of Business)

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

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

DATE:			BIDDER'S SIGNATURE:
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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/RFP will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

By: \_\_\_\_\_  
Signature of Authorized Officer per Sunbiz

\_\_\_\_\_  
Print Name of Authorized Officer per Sunbiz

\_\_\_\_\_  
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: \_\_\_\_\_

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**TRUTH IN NEGOTIATION CERTIFICATION**

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

\_\_\_\_\_  
Print Firm's Name

\_\_\_\_\_  
Authorized Officer of the Firm listed on Sunbiz' Signature

\_\_\_\_\_  
Print Name of Authorized Officer of the Firm Executing Above

\_\_\_\_\_  
Date

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**REFERENCE CHECK FORM SECTION**

**Please note: The references provided below must be the same as the services provided for response to MQR # 3.**

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

- Proposing Firm must provide three (3) verifiable governmental customer references of current clients with similar size and/or industry as the City being requested in this RFP within the past three (3) years. At least two (2) of these references must be from other City or County Governments of similar size within the State of Florida.
- Proposing Firm must send to three (3) references and obtain back a completed and signed Reference Check Form for each of proposing Firm's requested three (3) references.
- Proposing Firm must include the requested three (3) completed and signed Reference Check Forms within proposing Firm's submission on the USB drive.

Do not provide more than three (3) references.

The City will send the references provided a request for confirmation via email within no later than two (2) business days from receipt of proposals. If the reference is not available or unable to respond within two (2) business days from email request, the reference will not be considered valid. This will cause Firm to lose points awarded for this criterion. Therefore, ensure that the references provided are aware they will be receiving a confirmation of reference email from the City of Hallandale Beach to confirm the references which were submitted with the Firm's response.

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**REFERENCE CHECK FORM FOR PROPOSING FIRM:**

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ACCOUNT AND COBRA ADMINISTRATION.**

**FIRM'S NAME:**

**PROJECT/ ENTITY NAME:**

**NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:**

<b>Name of Reference:</b>		<b>Phone:</b>	
<b>Title of Reference:</b>		<b>E-mail Address:</b>	
<b>Company/Employer:</b>			

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

1. Check off the line(s) of coverage the above-named carrier has provided on your group's behalf:

☐ Group Health   
 ☐ Group Dental   
 ☐ Group Vision   
 ☐ Group EAP

☐ Flexible Spending Account   
 ☐ COBRA Administration

2. Provide in detail the level of overall satisfaction you have had with the carrier named above in providing the benefits program(s) you indicated above.

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3. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel directing, supervising and performing the work and overall experience of customer service.

4. Provide detail information on your satisfaction with the performance of the carrier in keeping you informed of the status of your employee benefits program(s) and advising you of issues. Evaluate the timelines and effectiveness of the interaction.

5. Provide detail on your satisfaction with the carrier's implementation of the employee benefits program(s). Was the implementation smoothly completed? If issues were encountered were they resolved to your satisfaction?



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6. Provide detail information about the carrier's success at minimizing any issues.

7. Were the carrier timelines in responding to claims issues satisfactory?

8. Were the carrier's timelines in responding to Requests for Plan Data satisfactory?

9. Were you satisfied with the carrier's pricing of the employee benefits program(s) established?

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10. If you had the opportunity to select this carrier again, with the experiences you have had with them, would you select them as your carrier?

--

11. Please share any comments you have or would like to offer regarding your perception of the weaknesses of this carrier?

--

**ANY ADDITIONAL COMMENTS:**


**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**GENERAL TERMS AND CONDITIONS:**

**I. SUBMISSION AND RECEIPT OF PROPOSALS**

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

**II. GENERAL TERMS AND CONDITIONS**

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

**1. CONE OF SILENCE:**

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

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bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;

- (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.

(c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:

- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (2) Duly noticed pre-bid/proposal conferences and site inspections;
- (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents his/her written recommendation to the city commission;
- (4) Emergency procurements;
- (5) Communications with the City Attorney;
- (6) Sole source procurements;
- (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
- (8) Bid waivers;
- (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
- (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
- (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
- (12) Contract negotiations that occur after an award; and
- (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff ,following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The city manager shall make available to the mayor and the city commission all documents reviewed by the evaluation committee for the top three ranked responders.

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

**2. DOMESTIC PARTNER BENEFITS REQUIREMENT:**

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

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**Equal Benefits Requirements**

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

**Contracts**

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

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

**Exception and waiver**

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or



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regulations of federal or state law.

g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:

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

**3. LOBBYIST REGISTRATION:**

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

**4. SCRUTINIZED COMPANIES:**

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

**5. PROPOSAL ACCEPTANCE PERIOD:**

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

**6. 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.

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

**7. ADDENDA AND MODIFICATIONS:**

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

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

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

**8. PERFORMANCE:**

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

The City, at its discretion, will consider a Vendor's prior performance on any City of Hallandale Beach contracted project to determine if the Vendor has completed prior

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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.

**9. DELIVERY:**

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

**10. DEFAULT PROVISION:**

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

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

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

**12. TAXES:**

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

**13. FAILURE TO SUBMIT PROPOSAL:**

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

**14. SIGNED PROPOSAL CONSIDERED AN OFFER:**

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

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

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

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

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

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

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

**17. 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.

**18. INSPECTION OF FACILITIES / SITE VISIT:**

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

**19. PROPOSER'S COSTS:**

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

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

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

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

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



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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.

**21. 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**



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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.

**22. QUALIFICATIONS OF PROPOSER:**

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

**23. TAX SAVINGS DIRECT PURCHASES (TSDP)**

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

The City will implement the TSDP for Projects of \$1 million or above and apply it if applicable to this Project.

**24. 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

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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.

**25. 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.

**26. AWARD OF CONTRACT:**

The City exercises the right reserved herein to reject any or all solicitations (Bids/RFPs). 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.

**27. 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](#).

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**28. 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](#).