



REQUEST FOR PROPOSALS (RFP)
RFP # FY 2023-2024-CRA03
DISPOSAL OF REAL PROPERTY IN A COMMUNITY REDEVELOPMENT AREA AND
DEVELOPMENT OF A MIXED USED DEVELOPMENT IN HARLEM VILLAGE

RFP DOCUMENT RELEASED	JULY 25, 2024
NON-MANDATORY PRE-PROPOSAL CONFERENCE A sign-in sheet will be available to firms attending the meeting. The Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP. <u>No technical questions will be answered during this meeting.</u>	<u>AUGUST 5, 2024 AT 12:30 P.M.</u> CITY OF HALLANDALE BEACH CITY HALL COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009
LAST DAY FOR QUESTIONS All questions must be sent via email to kvohwinkel@cohb.org . All questions will be answered via addendum posted to the City's website: www.cohb.org/solicitations and DemandStar: www.demandstar.com	<u>AUGUST 8, 2024 NO LATER THAN 11:00 A.M.</u>
DUE DATE FOR PROPOSALS <p align="center">No late responses will be accepted.</p>	<u>AUGUST 26, 2024 NO LATER THAN 11:00 A.M.</u>
RESPONSES MUST BE SUBMITTED ELECTRONICALLY <p>Respondents shall submit all proposal documents electronically through www.demandstar.com. The City is only accepting electronic submittals via DemandStar at www.demandstar.com.</p>	
EVALUATION OF PROPOSAL(S)	TO BE DETERMINED
RECOMMENDATION OF AWARD AND HBCRA BOARD OF DIRECTORS APPROVAL Use the link provided to check updates on recommendation for award.	For information please visit: https://www.cohb.org/16/City-Clerk

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

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

**DISPOSAL OF REAL PROPERTY IN A COMMUNITY REDEVELOPMENT AREA
AND DEVELOPMENT OF A MIXED USED DEVELOPMENT IN HARLEM VILLAGE**



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SCOPE OF WORK:

PURPOSE:

This Request for Proposals (RFP) is issued by the Hallandale Beach Community Redevelopment Agency (HBCRA) as the means for prospective Proposers to submit their qualifications, approach, conceptual design, and financial and other terms for the CRA's consideration to acquire a 39,000 square-foot HBCRA owned property located adjacent to Fire Station 7, within the newly named Harlem Village area (the "Development Site"), for the Proposer to develop, design, construct, finance, operate and maintain a mixed-use development with related improvements, including the Proposers desired mix of uses including retail, grocery, office, restaurant, residential, and commercial uses. The proposed residential uses must have at least 150 residential units. Micro units are encouraged as a part of the mix of units. A minimum of 50% of the residential units must be affordable housing. If the proposing firm requires more units, Broward County provides density bonus units specifically aimed at the creation of affordable housing. Affordable housing units should be at the 30, 50, and 60 percent of AMI (low to moderate income). Regardless of the types of mix of units and affordability ranges, at least 5 units will be designated as senior housing at an income level of 20% of AMI. The Proposal must include some type of rooftop or higher floor food service which could also include a bar, microbrewery, or lounge at a minimum. The Proposal must also include a design, construction and operation of a multi-deck parking structure, or parking garage which shall also include at least 50 parking spaces to be owned by the City for public use.

The Proposing firm will be entering into contract with the CRA for the acquisition of the Development Site and the development of the project. The Proposing firm must name in their proposal all of the parties/firms that will be involved in the project and that meet the Minimum Qualification Requirements (MQRs) as stated below.

This RFP is being issued in compliance with Section 163.380 Florida Statutes, relative to the disposal by the HBCRA of the Development Site in a community redevelopment area. All requirements of Section 163.380, Florida Statutes, apply to this RFP and all Proposals must adhere to such requirements.

SCOPE OF WORK:

This RFP is requesting the Proposer for the following:

Mixed-Use Development:

- The proposed mixed use, upper midscale, mixed-use project, with ground floor retail/restaurant/entertainment/ art gallery, or office, and structured parking, within the design-build development.
- It is highly recommended that the proposed development should include a rooftop lounge/bar deck area.



- The CRA owned property will be conveyed as part of the project. The developer needs to account for the cost of the Development Site as a part of the project proforma.
- Proposer is to address the construction impact on the community regarding parking, placement of temporary office, storage of material and the effects of vehicular and pedestrian traffic.
- Proposed development should incorporate ground floor retail/restaurant/entertainment, art gallery, grocery store, or office along Dixie Hwy, NW 1st avenue and NW 5th Street (Foster Road) including at least 1,000 sq. feet of subsidized space for a small locally owned business(s).
- The proposed residential uses must have at least 150 residential units. Micro units are encouraged as a part of the mix of units.
- A minimum of 50% of the residential units must be affordable housing. If the proposing firm requires more units, Broward County provides density bonus units specifically aimed at the creation of affordable housing. Affordable housing units should be at the 30, 50, and 60 % of AMI (low to moderate income).
- Regardless of the types of mix of units and affordability ranges, at least 5 units will be designated as senior housing at an income level of 20% of AMI.
- Provide the type and number of units at each income level being proposed.
- A project pro-forma and construction budget is required.
- Confirmed or verifiable sources of funding both equity and debt; proposer must show the financial capability of acquiring the Development Site and undertaking the proposed development, including company operating revenues and expenses, history of debt repayments and letter of credit.
- A schedule for project approvals and construction, including date specific milestones such as commencing and completing construction and opening for business. Phased projects must include this information for each phase.
- The number of new jobs that the development will create, including a timeline and projected salaries.
- A complete description of the Proposers entity (corporation, partnership, etc.) and identification of all parties including disclosures of all persons or entities having a beneficial interest in the proposal.
- Resume of the Proposer`s previous experience mixed-use projects in general, including those that include structured parking and a description of the scope and quality of past projects.
- A list of any previous or current City projects that the Proposer or any member of the Proposer`s team was involved with whether directly or indirectly.
- A complete description of the development team including names, addresses, individual resumes of those individuals to be assigned to the project; the responsibilities of each team member or firm; and the experience of all those involved.



- Inclusion of the public structured parking spaces provided at market rate in the proposed development. Developer shall indicate the hours and days public structured parking spaces would be available, if not twenty-four (24) hours a day, seven (7) days a week year-round. Approximately fifty (50) structured public spaces required for public parking. This allocation of public structured spaces is in addition to the required parking for the development.
- Public parking spaces should also include at least 10 electric vehicle charging stations which are wired for high-speed charging.
- Building and site design connectivity with Foster Road, which is slated to be improved as a part of Harlem village district per the HBCRA Plan.
- High quality urban streetscape along foster Road consistent with HBCRA Plan.
- An emphasis on implementing complete streets standards and enhancing mobility options to and from the site.
- Project should conform with sustainability and resiliency principles. Extra consideration will be provided to those that include green development principles, or other types of sustainable development practices.

GREEN BUILDING CERTIFICATION:

All proposing firms must adhere to the requirements of [Section 32-787\(k\)\(5\) of the City Zoning and Land Development Code](#). The project built through this RFP is required to obtain a Green Building Certification from a recognized environmental rating agency accepted by the City's Development Services Department. Provide the name of Green Building Certification and level/tier sought for the Project.

CRA:

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

PERMITS

Pursuant to Florida Statute Section 218.80, the City hereby discloses that the following licenses, permit and fees and their costs are issued by the City for construction. Licenses, permits and fees applicable to this Project are within the following link, <https://www.hallandalebeachfl.gov/1621/FY24-Fee-Booklet>, and must be obtained and/or paid by the awarded Bidder. The successful Bidder is responsible to identify and obtain all applicable licenses, permit and pay all such related fees. The costs of all licenses permits and their respective fees applicable to this Project are to be secured and paid for by the awarded Bidder.

**TERM OF CONTRACT:**

The submittal responses shall be valid until the HBCRA 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 HBCRA within thirty (30) days with a written notice by the HBCRA. The Consultant shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the HBCRA.

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

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

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

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

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

- a. Proposer must be incorporated through Sunbiz with a status of "Active".
- b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2019** or earlier.

**MINIMUM QUALIFICATION REQUIREMENT # 2: PROPOSAL BOND:**

Each proposer must provide with the submission a Security Proposal Bond in the form of a Bond in the amount of \$50,000 payable to the City of Hallandale Beach. These funds are not cashed. These funds are retained guaranteeing the firm submitting the proposal will not withdraw the proposal for such period of time as the Board of Directors provides a Resolution for award of contract. Per Code of Ordinance No. 2013-03, Section 23-3, if a firm withdraws the proposal, or the awarded firm does not furnish performance bonds as required, and does not accept a contract that is awarded, the Security Proposal Bond is forfeited.

MINIMUM QUALIFICATION REQUIREMENT # 3: BONDING CAPACITY:

Proposer must submit with their proposal a Bonding Capacity Letter issued by a licensed surety company licensed in the State of Florida. This letter must stipulate that the Proposer, (stating the name of proposing Firm), is bondable for a minimum the project's construction dollar amount to provide the project as specified in this RFP, but no less than \$25 million dollars. If the Proposer is a developer, turn-key manufacturer and builder, non-for-profit organizations, startup companies, joint venture, collaborations, or other, Proposer must submit a Bonding Capacity Letter for any general contractors being proposed as subcontractors in accordance with the requirements in the above paragraph.

MINIMUM QUALIFICATION REQUIREMENT # 4: FIRM PREVIOUS EXPERIENCE:

- a. Please note that the information for the projects/contracts below must be the same as the projects/contracts provided within the Reference Form.
- b. Proposing Firm and/or named parties to the project for the response must either be **currently under construction** or have **completed** at least **two (2) projects within the last six (6) years, 2018-2024.**
- c. **The currently under construction or completed projects must have been residential, hotel, commercial or mixed-use developments, which include mixes of restaurant, retail, grocery store, office, or commercial uses.**
- d. Proposing Firm must provide pictures of either projects **currently under construction** or **completed** projects with the Firm's response and clearly address which firm named in Proposing Firm response completed the project.
- e. **Proposer must provide proof of current projects under construction, or the completed two (2) Projects within the last six (6) years on the following charts.**
- f. Proposers **must** provide the information for MQR # 4 on the following chart(s):

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Name and Location of Contract # 1:	
Name of the Firm that was awarded the Project:	
Date when Project was started:	
Date when Project was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Did the project receive a final Certificate of Occupancy (C.O.)? Provide date.	
Proposing Firm must provide pictures of the completed projects.	<input type="checkbox"/> Included
Did proposing Firm awarded the Project obtain Green Building Certification or other Certifications?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What level of Green Certification was obtained.	
Copy of Green Certification obtained must be provided.	<input type="checkbox"/> Included

Name and Location of Contract # 2:	
Name of the Firm that was awarded the Project:	
Date when Project was started:	
Date when Project was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Did the project receive a final Certificate of Occupancy (C.O.)? Provide date.	
Proposing Firm must provide pictures of the completed projects.	<input type="checkbox"/> Included
Did proposing Firm awarded the Project obtain Green Building Certification or other Certifications?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What level of Green Certification was obtained.	
Copy of Green Certification obtained must be provided.	<input type="checkbox"/> Included



INSTRUCTIONS FOR SUBMITTAL OF RESPONSES:

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

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

LATE PROPOSALS AFTER 11:00 AM WILL NOT BE ACCEPTED

BACKGROUND INFORMATION FOR THE HBCRA:

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

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

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



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

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

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

Below find links to various information for the HBCRA.

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

DEFINITIONS:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST:

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

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

INSURANCE REQUIREMENTS:

The awarded Firm(s) will be required to obtain and maintain the insurance requirements as determined and required at the time of award of contract.

PERFORMANCE AND LABOR MATERIALS PAYMENT BOND:

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

EVALUATION PROCESS AND CRITERIA:

Evaluation Process

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

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

Criteria

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

NUMBER	Evaluation Criteria	MAXIMUM Potential Points
1.	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If your Firm does not provide all the required MQRs information, your Firm’s proposal will not be reviewed/evaluated, and your Firm’s submission will be disqualified.	Ensure your Firm provides all the MQRs within your Firm’s submittal
2.	Firm’s Qualifications and Experience	25
3.	Contract Lead and Project Manager(s) and Teams Experience/Qualifications	15
4.	Approach to the Project	30
5.	Green Building Certification	10
6.	Past Performance – References	10
7.	City of Hallandale Beach Local Vendor Preference	2.5-10
	TOTAL POINTS	100

ORAL PRESENTATIONS:

The Evaluation Committee may select proposers to conduct oral presentations.

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

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

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

**ELECTRONIC PROPOSAL FORMAT:**

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

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

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

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

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

While additional data may be presented, the information requested in items # 1 through # 12, must be included.

1. Title Page

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

2. Table of Content

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

3. Transmittal Letter

- a. A transmittal letter must be provided briefly stating the proposers' understanding of the work to be done, the commitment to perform the work within the required time period, a statement why the Firm believes they are the best qualified to perform the work and a statement that the proposal is a Firm and irrevocable offer until such time as HBCRA Board of Directors awards a contract as a result of this RFP.



- b. The transmittal letter must be signed by a duly authorized officer(s) of your Firm, as registered with the Florida Secretary of State through the Division of Corporations website at: www.sunbiz.org. Your Firm must provide a copy your Firm's Sunbiz following the transmittal letter to verify the duly authorized officers. If such officer is not listed in the Sunbiz for your Firm, your Firm must provide a legal document, such a Certificate of Resolution, naming the officer as authorized to execute on behalf of the Firm.
- c. Provide the names of the persons who will be authorized to make representation for the Proposer, their titles, addresses, telephone numbers and email addresses.
- d. Provide the name of the Project Manager who will be the direct point of contact during the term of the Agreement.

4. Executive Summary

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

5. Minimum Qualification Requirements (MQRs)

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

6. Required Forms:

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

**7. Firm's Qualifications and Experience**

- a. Provide detailed information of the Proposer's and all parties that will part of the project:
 - 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. Specify what unique circumstances sets the Proposer apart from others who perform the same or similar services.
- c. Proposer must submit a concise description in detail of its financial capacity to deliver the project when needed.
- d. Proposer must have developed or provided private financing consisting of more than 50% private financing such as private commercial loans and equity for at least one (1) mixed-use project comprised of either restaurant, retail, grocery, office, commercial, or residential. Provide details for this criterion.
- e. Provide resumes of subcontractor's, key management personnel and support staff, including education, experience, and any other pertinent information for each member to be assigned to this Project.
- f. Indicate in detail if the proposer has built in the City of Hallandale Beach.

8. Contract Lead and Project Manager(s) and Teams Experience/Qualifications

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



9. Approach to the Project

- a. Explain in detail the proposer's intended approach for the development of project as outlined in the RFP, including, but not limited to:
 - i. How will Proposer create a natural extension of existing redevelopment efforts?
 - ii. Plans to enhance the overall neighborhood aesthetics.
 - iii. Plans to employ sustainable / green building principles
 - iv. Project Delivery Methods
 - v. Construction Methods
 - vi. Project scheduling and phasing
- b. Firm's ability to meet project schedules, budgets, and clearly identify milestones and resources needed to complete the project when awarded. Provide a detailed project schedule to address timelines for construction.
- c. Discuss Firm's ability to apply new technologies or approaches that may either reduce the cost and time frame or improve the quality of the project.
- d. Complete description of the products/services that the Proposer intends to provide.
- e. What process will Proposer engage in to ensure compatibility and coordination with CRA staff.
- f. Demonstrate design excellence and/or awards for design and/or development.
- g. Demonstrate design excellence and/or awards for "Green" design and/or development if any.

10. Green Building Certification

- a. All proposing firms must adhere to the requirements [Pursuant to Section 32-787\(k\)\(5\) of the City Zoning and Land Development Code](#). The project built through this RFP is required to obtain a Green Building Certification from a recognized environmental rating agency accepted by the City's Development Services Department.
- b. Proposing Firm must provide the name of Green Building Certification and level/tier sought for the Project.



11. Past Performance – References

- a. Please note: The references provided must be the same as the projects/contracts provided for response to MQR # 4.
- b. References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.
- c. Proposing Firm must send two (2) references and obtain back a completed and signed Reference Form for each of proposing Firm's required two (2) references.
- d. Proposing Firm must include the required completed and signed Reference Forms within proposing Firm's proposal.

12. Local Vendor Preference

- a. 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 requested below is retroactive, must be dated, one (1) year prior to the bid/proposal due date.

FORMS:

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

- Form A: [Proposal Submitted by Form](#)
- Form B: [Variance Form](#)
- Form C: [Legal Proceedings Form](#)
- Form D: [Public Entity Crime Form](#)
- Form E: [Domestic Partnership Certification Form](#)
- Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- Form G: [Drug Free Workplace Form](#)
- Form H: [Anti-Kickback Affidavit](#)
- Form I: [Confidentiality Form](#)
- Form J: [Scrutinized Form](#)
- Form K: [Compliance with Foreign Entity Laws](#)
- Form L: [Byrd Anti-Lobbying Amendment Certification](#)
- Form M: [Non-Collusion Affidavit](#)
- Form N: [Americans with Disabilities Act Affidavit](#)
- Form O: [Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion](#)
- Form P: [Affidavit of Compliance with Anti-Human Trafficking Laws](#)
- Form Q: [Acknowledgement of Addenda](#)
- Form R: [Reference Form](#)

**FORM A: PROPOSAL SUBMITTED BY**

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

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

The Solicitation, 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 solicitation.



FORM B: VARIANCE FORM

The Proposer must provide and state all variances to this solicitation, 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 the 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 Bid/RFP, Terms and Conditions and Agreement may result in the City rescinding award of Contract.

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



FORM C: LEGAL PROCEEDINGS FORM

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

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

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

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

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

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

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

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

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

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

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

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____



FORM D: PUBLIC ENTITY CRIME FORM

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

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

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2024



FORM E: DOMESTIC PARTNERSHIP CERTIFICATION FORM

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

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

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

Check only one box below:

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

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____ State of Florida at Large (Seal)
Print Name: _____ My commission expires: _____



FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

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

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

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

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

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

Signature of person/Firm

Date



FORM G: DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:

(Name of Business)

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

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

DATE

FIRM'S SIGNATURE



FORM H: ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

) SS:

COUNTY OF _____)

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

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20____, by

_____, as _____ for

_____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____



FORM I: CONFIDENTIALITY FORM

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

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

The 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 form and certify that the Firm complies with the above requirements.

Signature

Title



FORM J: SCRUTINIZED COMPANIES

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

Affirm



FORM K: COMPLIANCE WITH FOREIGN ENTITY LAWS

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

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

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____



FORM L: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

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

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

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

COMPANY NAME:

NAME OF AUTHORIZED OFFICIAL

TITLE

SIGNATURE OF AUTHORIZED OFFICIAL

DATE



FORM M: NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: _____, 20__ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____



FORM N: AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: _____, 20__ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20 ____, by _____, as _____ for _____,

who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____



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

1. Contractor Covered Transactions

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

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

The undersigned is authorized to execute this on behalf of the Firm and certify that the above referenced information is true, complete and correct.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ for _____,

who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____



FORM P: AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. (Source: § 787.06 (13), Florida Statutes – Human Trafficking).

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____



FORM Q: ACKNOWLEDGEMENT OF ADDENDA

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

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

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

Addendum #

PART II:

_____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____



FORM R: REFERENCE FORM

Please note that the two (2) references provided below must be the same as the projects/contracts provided for response to MQR # 4. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

RFP # FY 2023-2024-CRA03 DISPOSAL OF REAL PROPERTY IN A COMMUNITY REDEVELOPMENT AREA AND DEVELOPMENT OF A MIXED USED DEVELOPMENT IN HARLEM VILLAGE	
PROPOSING FIRM'S NAME(S):	
PROJECT NAME:	
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:	

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

12. Was the project provided on budget?

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

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

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

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

ADDITIONAL COMMENTS:

PERSON PROVIDING REFERENCE (PRINT NAME):	
PRINT TITLE:	

SIGNATURE: _____ **Date:** _____

GENERAL TERMS AND CONDITIONS:

I. SUBMISSION AND RECEIPT OF BIDS

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

II. GENERAL TERMS AND CONDITIONS

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

1. CONE OF SILENCE:

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



- (4) Emergency procurements;
 - (5) Communications with the City Attorney;
 - (6) Sole source procurements;
 - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-8
 - (8) Bid waivers;
 - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
 - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
 - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
 - (12) Contract negotiations that occur after an award; and
 - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and City Commission and their staff, following the evaluation process, to discuss the documents released by the city as well as documents received from responders. The City Manager shall make available to the mayor and the city commission all documents reviewed by the evaluation committee for the top three ranked responders.
- (d) *Procedure.*
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the City Manager or designee shall issue a notice thereof to the affected department, the City Clerk, Mayor and City Commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
 - (2) Termination; City Commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the City Commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the City Commission for further deliberation. In the event the city commission decides to reject all Bids, then the cone of silence shall be lifted.
 - (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the City Manager; provided, however, that if the City Manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the City Manager issues a recommendation for award pending the Bid protest period.
- (e) *Penalties.* Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

2. **SPECIAL ACCOMODATIONS:**

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



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

3. CONFIDENTIAL MATERIAL:

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

4. DOMESTIC PARTNER BENEFITS REQUIREMENT:

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

Equal Benefits Requirements

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

Contracts

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

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

Exception and waiver

The provision of this section shall not apply where:

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



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

5. **LOBBYIST REGISTRATION:**

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

6. **SCRUTINIZED COMPANIES:**

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

7. **PROPOSAL ACCEPTANCE PERIOD:**

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

8. **PUBLIC RECORDS:**

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

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

9. **ADDENDA AND MODIFICATIONS:**

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

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

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



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

10. PERFORMANCE:

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

11. DELIVERY:

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

12. DEFAULT PROVISION:

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

13. COPYRIGHTS AND/OR PATENT RIGHTS:

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

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

14. TAXES:

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

15. FAILURE TO SUBMIT PROPOSAL:

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

16. SIGNED PROPOSAL CONSIDERED AN OFFER:

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

17. LIABILITY, INSURANCE, LICENSES AND PERMITS:

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



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

18. RESERVATION FOR REJECTION AND AWARD:

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

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

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

19. OMISSION OF INFORMATION:

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

20. INSPECTION OF FACILITIES / SITE VISIT:

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

21. PROPOSER'S COSTS:

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

22. UNAUTHORIZED ALIENS:

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

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

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

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



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

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

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

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

24. PROTEST PROCEDURES:

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

(1) Time for Protest

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

(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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



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

25. QUALIFICATIONS OF PROPOSER:

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

26. TAX SAVINGS DIRECT PURCHASES (TSDP)

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

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

27. CONFLICT OF INTEREST

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

28. SAMPLE FORM CONTRACT:

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

29. AWARD OF CONTRACT:



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

30. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:

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

31. FALSE CLAIMS ORDINANCE NO. 2018-22:

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

32. SUSTAINABLE PRACTICE ADMINISTRATIVE POLICY:

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

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

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

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

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



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

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

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

LOCAL VENDOR PREFERENCE:

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

The COHBLVP is not a requirement of the RFP.

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

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

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

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

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

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



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

Tier 1 LVP:

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

Documentation to provide to receive LVP Tier 1:

Business Tax License (BTL) from Hallandale Beach:

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

Homestead in Hallandale Beach:

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

Tier 2 LVP:

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

Documentation to provide to receive LVP Tier 2:

Business Tax License (BTL) from Hallandale Beach:



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

Tier 3 LVP:

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

Documentation to provide to receive LVP Tier 3:

Homestead in Hallandale Beach:

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

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

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

Process to apply the Local Vendor Preference to Competitive Proposal.

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

Evaluation Points – Local Vendor Preference

The points shall be awarded as follows:

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



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

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

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

Exemptions to Tier 1, Tier 2 and Tier 3.

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

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