



CITY OF HALLANDALE BEACH
400 SOUTH FEDERAL HIGHWAY
HALLANDALE BEACH, FL 33009
PH: 954-457-1331
WWW.COHB.ORG/SOLICITATIONS

INVITATION TO BID (ITB)
BID 25-26-06
SURTAX AMERICANS WITH DISABILITIES ACT (ADA) SIDEWALK IMPROVEMENTS

<u>BID DOCUMENT RELEASED</u>	<u>JANUARY 8, 2026</u>
<u>MANDATORY PRE-BID MEETING</u> In order to submit a Bid, firms must attend this meeting. A sign-in sheet will be available to firms attending the meeting. The Pre-Bid Meeting presents the opportunity for Firms to clarify anything within the ITB. <u>No technical questions will be answered during this meeting.</u>	<u>JANUARY 20, 2026 AT 11:00 A.M.</u> CITY OF HALLANDALE BEACH CITY HALL COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009
<u>LAST DAY FOR QUESTIONS</u> All questions must be sent via email to kvohwinkel@cohb.org . All questions will be answered via addendum posted to the City's website: www.cohb.org/solicitations and DemandStar/ Euna OpenBids: www.demandstar.com	<u>JANUARY 22, 2026 NO LATER THAN 5:00 P.M.</u>
<u>DUE DATE FOR BIDS</u> No late responses will be accepted.	<u>FEBRUARY 12, 2026 NO LATER THAN 11:00 A.M.</u>
<u>RESPONSES MUST BE SUBMITTED ELECTRONICALLY</u> Respondents shall submit all proposal documents electronically through www.demandstar.com. The City is only accepting electronic submittals via DemandStar/Euna OpenBids at www.demandstar.com.	
<u>BID OPENING:</u> The City will be opening at the City's Commission Chambers.	<u>FEBRUARY 12, 2026 AT 11:10 A.M.</u> CITY OF HALLANDALE BEACH CITY HALL COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009
<u>RECOMMENDATION OF AWARD AND CITY COMMISSION APPROVAL</u> Use the link provided to check updates on recommendation for award.	For information please visit: https://www.cohb.org/16/City-Clerk

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

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

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SCOPE OF WORK:

PURPOSE

The City of Hallandale Beach seeks to repair and improve the existing sidewalks while enhancing the aesthetics and a sense of place. Improvements would create a safer, comfortable, convenient, and ADA-accessible transportation system, welcoming more pedestrians and bicyclists. Sidewalk Improvements would meet all Americans with Disabilities Act (ADA) requirements.

The selected vendor will be a licensed contractor that provides the following disciplines, including but not limited to:

- Temporary Facilities and Construction Site Safety
- Poured Concrete (Sidewalks & Handicap Ramps & Curbs)
- Protection of Storm Drains
- Concrete Curb and Gutter
- Tree Removal & Preservation
- Sod Installation
- Asphalt Pavement
- Irrigation
- Fencing Installation /Repairs
- Sign Relocation
- Utility Box Adjustment
- Pressure Cleaning

The estimated budget for this project is \$2,971,710.00.

The following Firm is excluded from bidding on this Project due to their involvement in the creation of the scope of work:

- Marlin Engineering

SCOPE

- Sidewalk improvement: The contractor must furnish all material, equipment, and labor necessary to install a 6-inch-thick concrete sidewalk. The unit price shall include saw cutting, removal, and disposal of existing concrete sidewalk; supply and placement of concrete pavement; removing surplus material and cleaning up the site.
 - Construction of new sidewalks must conform to all ADA standards.

- ADA curb ramp improvement: Furnish all material, equipment, and labor necessary to install curb ramps, meeting ADA requirements and specifications. The unit price shall include saw cutting, removal, and disposal of existing concrete sidewalk; supply and placement of concrete pavement; removing surplus material; and cleaning up the site.
- ADA Truncated Dome/Detectable Warning Mat: Furnish all material, equipment, and labor necessary to install truncated domes, meeting ADA requirements and specifications. The unit price shall include the supply and placement of truncated dome/detectable warning mat, removal of surplus material, and cleaning up the site.
- Contractor is to patch back any disturbed asphalt, grass, or other areas.
- Contractor to include all MOT and stormwater protection devices necessary during demolition and construction.
- Curbs shall be sawcut prior to demolition to limit the amount of damage to existing asphalt. The City will not pay for asphalt repair caused by careless demolition. Over excavation of the roadway is not acceptable for installing a new curb.
- Curbs and sidewalks are completed without the engineer's design. Repair/replacement is coordinated infield with City personnel.
- Asphalt patching shall be type S-I, as per FDOT specifications.
- All public sidewalk curb ramps shall be constructed per FDOT Index 304.
- Contractor shall include all costs associated with traffic control and maintenance during the project. The contractor shall be provided with a staging area but will be required to control the area with fencing or barricades.
- Mobilization must include all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for moving personnel, equipment, and supplies.
- **The project is to include the reconstruction of the entire sidewalk curb and gutter along the entire length of the Golden Isles corridor on either side from the intersection of Hallandale Beach Boulevard to the end of the corridor. Please see Figure 1 for project boundaries.**
 - Signage located on sidewalks along Golden Isles Drive will be removed, furnished, and installed. Almost every driveway along the length of the corridor will be reconstructed.

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- An aerial photograph of Golden Isles Lake, a large body of water surrounded by residential and commercial developments. A prominent red line is drawn along the shoreline, indicating the proposed road reconstruction project. The lake is labeled "Golden Isles Lake" in the center. Numerous buildings, including houses and larger commercial structures, are visible around the lake. The red line follows the curve of the lake, starting from the top left and ending at the bottom right. The surrounding area includes parking lots, streets, and other infrastructure. The text "Golden Isles Lake" is written in a simple, sans-serif font in the middle of the lake.

City of Hallandale Beach, 400 South Federal Highway, Hallandale Beach, FL 33009
www.cohb.org/solicitations

LOCATIONS OF WORK

The following listed works will be performed along the following City Corridors (Exhibit A):

1. N.E. 12th Avenue from Hallandale Beach Boulevard to Moffett Street
2. Atlantic Shores Boulevard from N.E. 8th Avenue to N.E. 14th Avenue
3. Golden Isles Drive from Hallandale Beach Boulevard to the entrance to the Lake Point Tower Condominium
4. S.E. 2nd Street from S.E. 3rd Avenue to Old Federal Highway
5. S.E. 1st Avenue from S.E. 3rd Street to Hallandale Beach Boulevard
6. S.W. 3rd Street from S.W. 6th Avenue to S. Dixie Highway
7. N.E. 2nd Street from N. Federal Highway to N.E. 8th Avenue
8. N.E. 1st Court from N. Federal Highway to N.E. 8th Avenue
9. N.E. 1st Court from N.E. 10th Avenue to N.E. 12th Avenue

EXHIBITS FOR THIS ITB

This ITB contains the following which must be reviewed by proposing bidders:

- EXHIBIT A - BID PLANS
- EXHIBIT B - SWALE AND SIDEWALK TYPICAL SECTION PLANS
- EXHIBIT C - DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS PLANS
- EXHIBIT D - CURB AND GUTTER PLANS
- EXHIBIT E - BROWARD COUNTY CONSTRUCTION SURTAX AGREEMENT
- Any addenda released

PROPOSERS ARE RESPONSIBLE TO CHECK THE CITY'S WEBSITE PRIOR TO SUBMITTING A RESPONSE TO ENSURE THAT THE PROPOSING FIRM HAS A COMPLETE BID PACKAGE, INCLUDING ANY ADDENDA.

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 [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.

SUPPLEMENTARY TERMS, CONDITIONS AND REQUIREMENTS:

Broward County Surtax Requirements

Certified County Business Enterprise (CBE) Goal

This Project is being funded by Broward County and is subject to the requirements and goals that have been established by the Office of Economic and Small Business Development (OESBD)

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT CBE GOALS

Proposed Solicitation Language for Municipal Surtax Projects:

Goal Participation:

- This solicitation includes the following Broward County certified County Business Enterprises (CBE) goal: 40% CBE Goal.
- Vendors/firms must follow the instructions included in the Office of Economic and Small Business Development Requirements section and submit all required forms and information as instructed.

A. On September 25, 2018 (Item No. 69), the Board of County Commissioners of Broward County, Florida, (County Commission) adopted a thirty percent (30%) County Business Enterprise Program (CBE) participation goal for projects funded with proceeds from the transportation surtax. The project that is the subject of this solicitation will be funded with proceeds from the transportation surtax. Therefore, the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, as amended (the "Business Opportunity Act" or "CBE Program"), is applicable to this solicitation and the contract that will result from this solicitation. All vendors/firms responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.

B. The Broward County Office of Economic and Small Business Development (OESBD) has established the CBE participation goal for this project based upon the proposed scope of services/work for the project. Potential alternate/additional scopes of services/work, optional services and allowances were not considered by OESBD when the CBE participation goal for this project was established. If

the Municipality subsequently chooses to authorize any alternate/additional scopes of services/work, optional services and/or allowances, that are determined by OESBD and the Contract Administrator to be funded with proceeds from the transportation surtax, OESBD may apply the established CBE participation goal to the alternate/additional services/work, optional services, and/or allowances. In such an instance, the Municipality will issue a written notice to the successful vendor/firm that the CBE participation goal will also apply to the alternate/additional services/work and/or allowances. The selected vendor/firm shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by vendor/firm to submit the required forms regarding CBE participation may result in the rejection of vendor's/firm's solicitation submittal.

C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility (or the Municipality's equivalent); vendors/firms should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the vendor's/firm's solicitation submittal, then vendor/firm must supply the required forms and information no later than three (3) business days after receipt of a request from OESBD. Vendor/firm may be deemed non-responsible (or the Municipality's equivalent) for failure to fully comply with CBE Program Requirements within these stated timeframes. 1. Vendor/firm should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link:

<https://www.broward.org/EconDev/SmallBusiness/Documents/SurtaxProjectsServicesIntent.pdf>

2. If vendor/firm is unable to attain the CBE participation goal, vendor/firm should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all required supporting information. The form is available at the following link:

<https://www.broward.org/EconDev/SmallBusiness/Documents/GoodFaithEffortsEvaluation.pdf>

D. OESBD maintains an online directory of CBE firms. The online directory is available for use by vendors/firms at

<https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx> Office of Economic and Small Business Development CBE Goals Page 2 of 3

1. Vendor/firm may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.

2. All entities that seek to conduct business with the Municipality, including vendor/firm or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.

3. If vendor/firm fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act)

to meet the CBE participation commitment (the “Commitment”), then Vendor shall pay the Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.

4. Vendor/firm shall comply with all applicable requirements of the Business Opportunity Act in the award of the contract. Failure by vendor/firm to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the Municipality to terminate the contract or to exercise any other remedy provided under the contract or other applicable laws, with all such remedies being cumulative.

5. Vendor/firm shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the Municipality, for all completed subcontracted work and supplies. If vendor/firm withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the Municipality.

6. Vendor/firm understands that the Municipality and County will monitor vendor’s/firm’s compliance with the CBE Program requirements. Vendor/firm must provide the Municipality with a Monthly Utilization Report (MUR) by the 10th of each month to confirm its compliance with the Commitment agreed to in the contract; MURs can be submitted to the Municipality at fpaiva@cohb.org and online through the Broward County’s iContractsCentral application, at the following webpage: <https://www.broward.org/Purchasing/Pages/icontractscentral.aspx>. Timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the Municipality’s payment of vendor/firm under the contract.

E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <https://www.broward.org/EconDev/Pages/localcertificationprograms.aspx>

F. If awarded the contract, vendor/firm agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract including, but not limited to, the following:

TERM OF CONTRACT:

The term of the contract will be for three hundred sixty-five (365) days. Contract may be cancelled by the City within thirty (30) days with a written notice by the City of Hallandale Beach.

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

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

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

The City Commission will award the contract to the lowest responsive, responsible Bidder.

BID PRICE SHEET:

- I. Bidder must use the Bid Price Sheet below to submit Bidder's price for this Project, unless a revised bid price sheet is released through an addendum.
- II. **Bidder must fill out Bid Price Sheet using numerical values only. "Not applicable", "N/A", "Included", slashes, x-marks or similar are not acceptable. An amount of zero dollars (\$0) is acceptable and indicates the corresponding description of work will be provided at a cost of zero dollars (\$0). Deviations from the above will result in the Bidder being determined non-responsive and disqualified from the evaluation process.**
- III. Making revisions to the item numbers, descriptions, units, quantities or anything on the bid price sheet will result in the Bidder being determined non-responsive and disqualified from the evaluation process.
- IV. Bidder must completely fill out each column below, i.e., unit price and total.
- V. The Bid Price Sheet as submitted below constitutes as a formal offer from the Bidder for the solicitation's scope of work. Bidder must hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.

VI. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.

VII. The award will be to the lowest responsive responsible Bidder for Total Bid Amount.

VIII. The City reserves the right to waive any minor informality or irregularity, in the best interest of the City.

	ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	0101-1	Mobilization (maximum of 8% of project total)	1	LS	\$	\$
2	0102-1	Maintenance of Traffic (maximum of 5% of project total)	1	LS	\$	\$
3	0104-10-3	Sediment Barrier	1840	LF	\$	\$
4	0104-18	Inlet Protection System	20	EA	\$	\$
5	0107-1	Litter Removal	1	AC	\$	\$
6	0110-1	Mowing	1	AC	\$	\$
7	0110-1-1	Clearing and Grubbing	1.2	AC	\$	\$
8	0110-4-10	Removal of Existing Concrete	9000	SY	\$	\$
9	0120-1	Regular Excavation	1300	CY	\$	\$
10	0120-1	Regular Excavation (Swale Regrading)	680	CY	\$	\$
11	0286-1	Turnout Construction /Driveway Base-Optional Materials	2010	SY	\$	\$
12	0334-1-13	Superpave Asphaltic Concrete, Driveway, 1.25" thickness, SP 9.5	35	TN	\$	\$
13	0425-1-201	Inlet, Curb, Type 9, <10'	4	EA	\$	\$
14	0425-1-211	Inlet , Curb, Type 10 <10'	4	EA	\$	\$
15	0425-1-311	Inlets, Curb, Type P-1, <10'	2	EA	\$	\$
16	0425-1-451	Inlets, Curb, Type J-5, <10'	1	EA	\$	\$
17	0425-1-611	Inlets, Ditch Bottom, Type K, <10'	1	EA	\$	\$
18	0425-5	Manhole, Adjust	30	EA	\$	\$
19	0425-6	Valve/ Meter Boxes, Adjust	35	EA	\$	\$
20	0520-1-10	Concrete Curb and Gutter Type F	7195	LF	\$	\$
21	0522-1	Concrete Sidewalk and Driveways, 4" Thick	2550	SY	\$	\$
22	0522-2	Concrete Sidewalk and Driveways, 6" Thick	6820	SY	\$	\$
23	0527-2	Detectable Warning	1110	SF	\$	\$
24	0570-1-2	Performance Turf, Sod	1410	SY	\$	\$
25	0522-4	Bus Shelter Pad- Concrete	70	SY	\$	\$
26	0711- 11-125	Thermoplastic, Standard, White, Solid, 24" For Stop Line And Crosswalk	88	LF	\$	\$
27	0711-14-123	Thermoplastic, Preformed, White, Solid, 12" for Crosswalk	400	LF	\$	\$
28	0711-11-170	Thermoplastic, Standard, White, Arrow	44	EA	\$	\$
29	700-1-60	Single Post Sign, Remove	42	EA	\$	\$
30	700-1-40	Single Post Sign, Install	47	EA	\$	\$

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SURTAX ADA SIDEWALK IMPROVEMENTS



31	0711-16-201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	1.3	GM	\$	\$
32	0710-11-201	Painted Pavement Markings, Standard, Yellow, Solid, 6"	1.3	GM	\$	\$
33	0710-11-102	Painted Pavement Markings, Standard, White, Solid for Interchange and Urban Island, 8"	0.76	GM	\$	\$
34	0711-11-102	Thermoplastic, Standard, White, Solid, 8" for Interchange and Urban Island	0.76	GM	\$	\$
35	0710-11-124	Painted Pavement Markings, Standard, White, Solid for Diagonal or Chevron, 18"	2,305	LF	\$	\$
36	0711-11-124	Thermoplastic, Standard, White, Solid, 18" for Diagonals and Chevrons	2,340	LF	\$	\$
37	0327-70-6	Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	12500	SY	\$	\$
38	0337-7-83	Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22	1031	TN	\$	\$
PROJECT TOTAL (1-38)						\$

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

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

MINIMUM QUALIFICATION REQUIREMENT # 1: CBE SUPPLEMENTARY TERMS CONDITIONS AND REQUIREMENTS:

- a. Vendor/firm should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link:
<https://www.broward.org/EconDev/SmallBusiness/Documents/SurtaxProjectsServicesIntent.pdf>

OR;

- b. If vendor/firm is unable to attain the CBE participation goal, vendor/firm should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all required supporting information. The form is available at the following link:
<https://www.broward.org/EconDev/SmallBusiness/Documents/GoodFaithEffortsEvaluation.pdf>

MINIMUM QUALIFICATION REQUIREMENT # 2: SUNBIZ

- a. Proposer must be incorporated through Sunbiz with a status of "Active".

MINIMUM QUALIFICATION REQUIREMENT # 3: CONTRACTOR LICENSE

- a. Bidder's must be licensed as a Certified/Registered General Contractor licensed by State of Florida Department of Business and Professional Regulations. License will be verified through the following link: <https://www.myfloridalicense.com/wl11.asp?mode=0&SID=>
- b. Proposing Firm must provide a copy of the applicable license(s) with Firm's response.

MINIMUM QUALIFICATION REQUIREMENT # 4: 10% BID BOND REQUIREMENT

As per Procurement Code Section 23-7 (b) *Security* (bid bonds), each bidder must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted. A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

MINIMUM QUALIFICATION REQUIREMENT # 5: BONDING CAPACITY LETTER

Provide documentation of bidder's total and single project bonding capacity and the name and current financial rating (A.M. Best) of the surety company utilized by your Firm.

MINIMUM QUALIFICATION REQUIREMENT # 6: PRIME CONTRACTOR 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, serving as Prime Contractor, must have held **three (3) contracts** of similar size and scope as to the requested services outlined in this ITB within the past five (5) years, 2020-2025.
- c. Proposers must provide the information for MQR # 6 on the following chart(s):

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Name and Location of Contract # 1:	
Name of the Prime Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Was your Firm the Prime Contractor awarded the Contract for the Project?	☐ Yes ☐ No
Provide detailed information:	

Name and Location of Contract # 2:	
Name of the Prime Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Was your Firm the Prime Contractor awarded the Contract for the Project?	☐ Yes ☐ No
Provide detailed information:	

Name and Location of Contract # 3:	
Name of the Prime Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
Was your Firm the Prime Contractor awarded the Contract for the Project?	☐ Yes ☐ No
Provide detailed information:	

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES:

Follow this link for support with DemandStar/Euna OpenBids:
<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/Euna OpenBids 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 ON THE CITY OF HALLANDALE BEACH:

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

The City provides the following services to its residents:

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

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

DEFINITIONS:

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

“Award” means the acceptance of a proposal, offer or proposal by the proper authorized designee. The City Commission must approve all awards over the designated spending authority of the City Manager, 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’s Contract Administrator” means the City’s representative duly authorized by the City Commission and/or City Manager, to provide direction to the Consultant regarding services provided pursuant to this Bid and the Contract.

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

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

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

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

“Notice to Proceed” means the written notice given by the City 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 Code, [ARTICLE VI. - CODE 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.

E-VERIFY:

The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security’s E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its sub-proposers, if any, pursuant to any agreement between the City and a State/Federal Agency and reporting to the City any required information.

INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

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

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

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

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

SECURITY BID BOND 10%:

As per Procurement Code Section 23-7 (b) *Security* (bid bonds), each proposer must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted. A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

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.

ELECTRONIC BID SUBMITTAL FORMAT:

Proposer's response must provide all information requested below items # 1 through # 4.

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

1. Title Page

- a. Provide the ITB # and title, the Firm's name; the name, address, telephone number and email of the contact person; and the date of the proposal. Only one (1) contact person is to be provided as the contact and will be contacted by the City. If the proposed submittal is made up of more than one (1) Bidder, provide only one (1) contact person for the entire response.

2. Bid Price Sheet

- a. Ensure the Bid Price Sheet is completed and submitted.

3. Minimum Qualification Requirements (MQRs)

- a. If Firm does not provide all the required MQR information, Firm's bid will not be reviewed/evaluated, and Firm's submission will be disqualified and determined non-responsive.

4. Required Forms:

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

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:
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).

If variances are provided on the Variance Form, they 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 _____, 20__

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 \$75,000, 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 Procurement Code Section 23-14 (b) *Domestic Partnership Benefits.*, 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 Procurement Code Section 23-14 (b) *Domestic Partnership Benefits.*, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- ☐ 2. The Firm does not need to comply with the conditions of Procurement Code Section 23-14 (b) *Domestic Partnership Benefits.* 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 \$75,000 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 Procurement Code Section 23-14 (b), 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 or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE

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

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a **separate 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.

Firm must check one of the following:

☐ This proposal does not include ANY confidential material.

☐ This proposal includes a separate document containing confidential material.

If neither of the above is selected, then any claim of confidentiality is waived.

I, _____,
Name of authorized Officer 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 OR ENTITIES

_____ (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 three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 6. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

BID 25-26-06 SURTAX AMERICANS WITH DISABILITIES ACT (ADA) SIDEWALK IMPROVEMENTS	
PROPOSING FIRM'S NAME(S):	
PROJECT NAME:	
NAME OF FIRM THAT AWARDED THE AGREEMENT:	
WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT:	
YES ☐	NO ☐

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

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

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

--

2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

4. Provide detailed information about the Firm's success at minimizing any issues.

5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

6. What was the value of the Project?

7. Would you consider this Firm for this type of work in the future?

--

ADDITIONAL COMMENTS:

--

PERSON PROVIDING REFERENCE (PRINT NAME):	
PRINT TITLE:	

SIGNATURE: _____ **Date:** _____

BROWARD COUNTY CONSTRUCTION SURTAX AGREEMENT:

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

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

If variances are provided on the Variance Form, they 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, the Terms and Conditions, Specifications and the City Form Agreement may result in the City rescinding award of contract.

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

**SEE BROWARD COUNTY CONSTRUCTION
SURTAX AGREEMENT ATTACHED AS EXHIBIT E.**

GENERAL TERMS AND CONDITIONS:

I. SUBMISSION AND RECEIPT OF SOLICITATIONS

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 RFPs, ITBs, RFQs, or any other advertised solicitations for the provision of goods and services, unless otherwise exempted in this section.
- b. *Definition.* The term "cone of silence" means a prohibition on:
 - i. Any communication regarding a particular advertised solicitation between a potential vendor and the city's staff including, but not limited to, the city manager;
 - ii. Any communication regarding a particular advertised solicitation between a potential vendor and any member of the selection/evaluation committee therefor;
 - iii. Any communication regarding a particular advertised solicitation between a vendor and the mayor and city commission and their respective staff.
- c. *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
 - i. Communications between a potential vendor 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;
 - ii. Duly noticed pre-bid/proposal conferences and site inspections;
 - iii. Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the city manager presents his/her written recommendation to city commission;
 - iv. Communications with the city attorney;
 - v. Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
 - vi. Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
 - vii. Communications in connection with the collection of industry comments or the performance of market research regarding a particular advertised solicitation by the procurement staff;

viii. Contract negotiations that occur prior to bringing the recommendation of award of contract to the city commission.

d. *Procedure.*

- i. *Imposition.* A cone of silence shall be imposed upon each advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
- ii. *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.

e. *Penalties.* Violation of the cone of silence by a vendor shall render the award to said vendor voidable by the city commission. City employees determined to be in violation of this provision shall be subject to disciplinary action. Additionally, any person who has personal knowledge of a violation of this article must promptly report such violation to the city manager.

2. **SPECIAL ACCOMMODATIONS:**

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 \$75,000, 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.

Domestic Partnership Benefits. Contractors with five or more employees contracting with the city, in an amount valued over the delegated spending authority amount, agree to provide equal benefits to employees' spouses or domestic partners and the children of employees and their spouses or domestic partners. The requirement will be included in solicitations.

- a. As part of the competitive solicitation and procurement process a contractor seeking a contract shall certify by providing the domestic partnership certification form, that upon award of a contract it will provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses. The domestic partnership certification form shall be signed by an authorized officer of the contractor and submitted with the solicitation response. Failure to

provide the domestic partnership certification form shall result in a contractor being deemed non-responsive.

- b. Exception and waiver. The provision of this section shall not apply where:
 - i. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
 - ii. 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.
 - iii. The contractor is a governmental entity.
 - iv. The contract is for the sale or lease of property.
 - v. The covered contract is necessary to respond to an emergency.
 - vi. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
 - vii. 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 solicitation response is received.
 - 2. ii. Where more than one solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.
- c. For the purposes of this section, a domestic partner shall mean any two adults of the same or opposite sex, who have registered as domestic partners with the county pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the county.

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 two hundred and fifty (\$250.00) 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, 2025, 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 been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to s. 215.473, relating to scrutinized active business operations in Iran.

The City, entering into a contract for goods or services any amount, entered into or renewed on or after July 1, 2025, can terminate such contract at the option of the City if the Firm awarded the contract if the company or other entity is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

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 solicitation 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 Treasury Department. Exemption Certificates provided on request.

15. FAILURE TO SUBMIT PROPOSAL:

If your Firm does not submit a proposal, PLEASE respond on DemandStar/Euna OpenBids, "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 solicitation.

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 the delegated spending authority amount, 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 five (5) business days of award by the city commission.

(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 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 in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$10,000. 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 subsection (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 and the city attorney, to settle and resolve any written protest within 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 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.