



**HBCRA OF HALLANDALE BEACH
COMMUNITY REDEVELOPMENT AGENCY
(HBCRA)**

**REQUEST FOR PROPOSAL
(RFP) # FY 2014-2015-CRA001
REALTOR SERVICES FOR HBCRA**

**EXHIBIT II TERMS AND CONDITIONS, FORMS
AND AGREEMENT**

**PREPARED BY:
HBCRA
AND
PROCUREMENT DEPARTMENT**

I. SUBMISSION AND RECEIPT OF PROPOSALS

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the HBCRA. 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 HBCRA of Hallandale Beach by all prospective Proposers. The HBCRA 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 HBCRA of Hallandale Beach.

1. CONE OF SILENCE:

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

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

Director or her designee shall issue a notice thereof to the affected department, the HBCRA clerk, mayor and HBCRA Board of Directors and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.

- (2) Termination; HBCRA Board of Directors awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the HBCRA Board of Directors meeting where the award will be made; provided, however, that if the HBCRA Board of Directors 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 HBCRA Board of Directors for further deliberation. In the event the HBCRA Board of Directors decides to reject all bids, then the cone of silence shall be lifted.
 - (3) HBCRA Executive Director awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the HBCRA Executive Director ; provided, however, that if the HBCRA Executive Director refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the HBCRA Executive Director issues a recommendation for award pending the bid protest period.
- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the HBCRA commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

2. DOMESTIC PARTNER BENEFITS REQUIREMENT:

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

Equal Benefits Requirements

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Contracts

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

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

Exception and waiver

The provision of this section shall not apply where:

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

- g. The HBCRA Board of Directors waives compliance of this section in the best interests of the HBCRA, including but not limited to, the following circumstances:
1. Where only one (1) solicitation response is received.
 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

3. LOBBYIST REGISTRATION:

Registration. Every lobbyist shall file the registration with the HBCRA Clerk's Office on the form provided by the HBCRA. Under no circumstances shall a lobbyist working for the HBCRA and lobby the HBCRA Board of Directors.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the HBCRA Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on HBCRA matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the HBCRA Clerk's Office. A fee of \$50.00 shall be paid to the HBCRA for annual lobbyist registration.

4. SCRUTINIZED COMPANIES:

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

5. PROPOSAL ACCEPTANCE PERIOD:

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

6. PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids,

proposals, or final replies, whichever is earlier. In the event the HBCRA Board of Directors 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 HBCRA 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. HBCRA's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the HBCRA, and to defend, indemnify, by Counsel chosen by the HBCRA Attorney, the HBCRA and HBCRA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the HBCRA's treatment of records as public records.

7. ADDENDA AND MODIFICATIONS:

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

If any addenda are issued, the HBCRA will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the HBCRA's webpage <http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417>.

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 HBCRA.

8. PERFORMANCE:

It is the intention of the HBCRA 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 HBCRA. The HBCRA 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 HBCRA residents.

9. DELIVERY:

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

10. DEFAULT PROVISION:

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

11. COPYRIGHTS AND/OR PATENT RIGHTS:

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

12. TAXES:

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

13. FAILURE TO SUBMIT PROPOSAL:

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

14. SIGNED PROPOSAL CONSIDERED AN OFFER:

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

15. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Proposers are required to enter onto HBCRA 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 HBCRA occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

16. RESERVATION FOR REJECTION AND AWARD:

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

The HBCRA also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable HBCRA Procurement personnel). In addition, the HBCRA reserves the right to cancel any contract by giving thirty (30) days written notice. **The HBCRA 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 HBCRA.**

17. OMISSION OF INFORMATION:

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

18. INSPECTION OF FACILITIES / SITE VISIT:

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

19. PROPOSER'S COSTS:

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

TERMS AND CONDITIONS, FORMS AND AGREEMENT

20. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

21. PROTEST PROCEDURES:

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

(1) Time for Protest

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

(2) Form and Content of Protest

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

The Procurement Director will provide a copy of the written protest to the HBCRA Attorney and/or HBCRA Attorney and other appropriate HBCRA 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 HBCRA of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

(4) Costs

All costs accrued from a protest shall be assumed by the protestor.

(5) Authority to resolve protests

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

(6) Special Magistrate

In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the HBCRA before a special magistrate selected by the

HBCRA, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

22. QUALIFICATIONS OF PROPOSER:

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

23. TAX SAVINGS DIRECT PURCHASES (TSDP)

The HBCRA 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 HBCRA 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 HBCRA, in which private firms install tangible property that becomes part of a HBCRA facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes.

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

FORMS

**ALL FIRMS' MUST COMPLETE, SIGN AND RETURN ALL FORMS WITH
THE FIRM'S SUBMITTAL.**

**ALL FIRMS THAT ARE SUBMITTING A RESPONSE TO THIS RFP, EITHER
THROUGH A JOINT VENTURE, A JOINT COLLABORATIVE PROPOSAL,
ETC. MUST SIGN
AND SUBMIT ALL FORMS AS PART OF THE RESPONSE TO THIS RFP**

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

_____ HAVE RECEIVED THE RFP

(COMPANY NAME)

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

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
HBCRA:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:
HBCRA OF HALLANDALE BEACH
PROCUREMENT DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2014-2015-CRA001 REALTOR SERVICES FOR HBCRA

THIS PROPOSAL SUBMITTED BY:

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

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

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

The HBCRA's preferred method of payment is listed below in order of preference:

- 1) E-payables – it is an electronic method of payment. Vendors are provided a credit card by the HBCRA's bank, Suntrust. Invoice payments will be transferred/deposited to the credit card and the vendor will receive a remittance via e-mail. The Vendor is required to swipe the card to receive the funds. Invoice payments will be processed and issued upon invoice receipt.
- 2) PCard - Vendor must be able to accept Visa credit card payments. Invoice payments are processed and issued upon invoice receipt.
- 3) Automated Clearing House (ACH) payment - A direct bank draft to a vendor's bank account. This method will only be authorized by the HBCRA if your firm provides a discount to the HBCRA for this payment method. Payments made within 30 days require a 1% discount. Payments made within 20 days require a 2% discount. Payments made within 10 days require a 3% discount. Invoice minimum amount is \$500 to receive payment via ACH.

Firm to choose which payment term firm will accept for this project.
<p>1. E-payables – it is an electronic method of payment. Vendors are provided a credit card by the HBCRA's bank, Suntrust. Invoice payments will be transferred/deposited to the credit card and the vendor will receive a remittance via e-mail. The Vendor is required to swipe the card to receive the funds. Invoice payments will be processed and issued upon invoice receipt. Firm will accept this payment term _____ Yes _____ No</p>
<p>2. PCard - Vendor must be able to accept Visa credit card payments. Invoice payments are processed and issued upon invoice receipt. Firm will accept this payment term _____ Yes _____ No</p>
<p>3. Automated Clearing House (ACH) payment - A direct bank draft to a vendor's bank account. This method will only be authorized by the HBCRA if your firm provides a discount to the HBCRA for this payment method. Payments made within 30 days require a 1% discount. Payments made within 20 days require a 2% discount. Payments made within 10 days require a 3% discount. Invoice minimum amount is \$500 to receive payment via ACH. Firm will accept this payment term _____ Yes _____ No</p>

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 _____, 2015

Domestic Partnership Certification Form
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This form must be completed and submitted with your firm's submittal.

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

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

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

Check only one box below:

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

TERMS AND CONDITIONS, FORMS AND AGREEMENT

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

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

of _____
Name of Firm as it appears on Sunbiz

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

Signature Print Name

STATE OF _____

COUNTY OF _____

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

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public

Seal Below:

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 HBCRA of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the HBCRA.

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

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

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

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

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/firm

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:
(Name of Business)

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

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

DATE:	BIDDER'S SIGNATURE:
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AGREEMENT

Between

HBCRA of HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, FLORIDA

and

(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)

for

(TYPE BID AND/OR RFP # AND/OR PROJECT NAME)

This is an Agreement, made, entered into, and fully executed on this _____ day of _____, _____, by and between: the HBCRA OF HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY ("HBCRA"), a Florida municipal corporation,

AND

_____, a Florida corporation, hereinafter referred to as "CONTRACTOR." (MAKE SURE THAT THE SUNBIZ FIRM'S NAME IS TYPED HERE)

WHEREAS <ADD WHEREAS CLAUSES BY STATING THE NEED AND PURPOSE FOR THE AGREEMENT >

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, HBCRA and CONTRACTOR agree as follows:

ARTICLE 1

TERM

1. The term of this Agreement shall begin on the date it is fully executed by both parties with the option to renew annually, for a period not to exceed a maximum of _____ years from the execution; provided, however, if the term of this Agreement extends beyond a single fiscal year of City, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Florida Law.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE HBCRA

2.1 The HBCRA has employed the CONTRACTOR to provide <WRITE OUT THE SCOPE OF WORK CONTRACTOR WILL PERFORM IN DETAIL, INCLUDING THE TIME FRAME AND MILESTONES; THE SCOPE CAN ALSO BE ATTACHED AS AN EXHIBIT.>

The work to be provided includes the scope of work in RFP # FY 2014-2015-CRA001 Realtor Services and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

2.2 CONTRACTOR shall comply with the Community Benefit Plan (CBP) attached hereto as Exhibit B.

2.3 Community Benefit Plan Annual Reporting

Per CONTRACTOR's proposal to the Community Benefit Plan (CBP) requirement, and pursuant to the terms of the Agreement, CONTRACTOR must provide, on an annual basis, and no later than January 1st of each Calendar year, the following information:

CONTRACTOR shall comply with the Community Benefit Plan (CBP) attached hereto as Exhibit "B".

Community Benefit Plan Monthly Reporting

Per CONTRACTOR's proposal to the Community Benefit Plan (CBP) requirement, and pursuant to the terms of the Agreement, CONTRACTOR must provide, on an annual basis, and no later than the 1st of each month, the following information:

- 1) List of Community Benefit Plan activities for the month by providing:
 - a) Purchase Order Number for the Project;
 - b) Project Name;
 - c) Purchase Order
 - d) Amount for the Project;
 - e) detailed Community Benefit Plan activity(ies) for the month.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

2) Information to be provided to:

Beverly Sanders, Human Services Director

Attn: HOP Program Coordinator

HBCRA of Hallandale Beach

Hepburn Center

750 N.W. 8th Avenue

Hallandale Beach, Florida, 33009

*** With a copy to the Project Manager(s)

Submission must be provided in a sealed envelope labeled as: Your Company Name; RFP # FY 2014-2015-CRA001 Realtor Services - Project Compliance and Monitoring Services, Monthly Community Benefit Plan Submission.

Local City of Hallandale Beach Vendor Preference

CONTRACTOR has been granted LVP as per Proposal submitted Exhibit C. CONTRACTOR includes in the attached Exhibit C and identifies the vendors that are going to be utilized through the LVP participation and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

ARTICLE 3

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the HBCRA, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the HBCRA, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the HBCRA Attorney's option, defend or pay for an attorney selected by the HBCRA Attorney to defend HBCRA, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the HBCRA, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of HBCRA or their officers, agents or employees. In the event that any action or proceeding is brought against HBCRA by reason of any such claim or demand, CONTRACTOR, upon written notice from HBCRA, shall defend such action or proceeding.

ARTICLE 4

PERSONNEL

4.1 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the HBCRA, the HBCRA shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the HBCRA, promptly provide a replacement acceptable to the HBCRA.

ARTICLE 5
INSURANCE REQUIREMENTS

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 coverage's, limits, including endorsements described herein. The requirements contained herein, as well as HBCRA'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 **\$1,000,000** Each Occurrence, **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

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

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

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

Additional Insured CONTRACTOR **agrees to** endorse HBCRA as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or 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 "HBCRA."

TERMS AND CONDITIONS, FORMS AND AGREEMENT

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

HBCRA of Hallandale Beach
400 South Federal Highway
Florida 33009
Risk Manager

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

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

ARTICLE 6
COMPENSATION

6.1 HBCRA agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of _____ Dollars (\$_____) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full

compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon HBCRA's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The HBCRA retains the right to delay or withhold payment for services which have not been accepted by the HBCRA. <DEPARTMENTS ARE TO SPECIFY METHOD OF BILLING AND PAYMENT IF DIFFERENT FROM ABOVE, DISCUSS WITH FINANCE IF NECESSARY>

CONTRACTOR will receive payments for all work provided during this Agreement as follows:

1. E-payables – it is an electronic method of payment. Vendors are provided a credit card by the HBCRA’s bank, Suntrust. Invoice payments will be transferred/deposited to the credit card and the vendor will receive a remittance via e-mail. The Vendor is required to swipe the card to receive the funds. Invoice payments will be processed and issued upon invoice receipt.
 Yes No
2. PCard - Vendor must be able to accept Visa credit card payments. Invoice payments are processed and issued upon invoice receipt. Yes No
3. Automated Clearing House (ACH) payment - A direct bank draft to a vendor’s bank account. This method will only be authorized by the HBCRA if your firm provides a discount to the HBCRA for this payment method. Payments made within 30 days require a 1% discount. Payments made within 20 days require a 2% discount. Payments

made within 10 days require a 3% discount. Invoice minimum amount is \$500 to receive payment via ACH. Firm will accept this payment term _____ Yes _____ No

6.3 Notwithstanding any provision of this Agreement to the contrary, HBCRA may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the HBCRA's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by HBCRA.

6.4 Payment shall be made to CONTRACTOR at:

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the HBCRA. Termination for convenience by the HBCRA shall be effective on the termination date stated in written notice provided by the HBCRA, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the HBCRA Executive Director upon such notice as the HBCRA Executive Director deems appropriate under the circumstances in the event the HBCRA Executive Director determines that termination is necessary

to protect the public health or safety. The parties agree that if the HBCRA erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the HBCRA Executive Director , which the HBCRA Executive Director deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from HBCRA, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for HBCRA's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8 **MISCELLANEOUS**

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of HBCRA; and, if a copyright is claimed, CONTRACTOR grants to HBCRA a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property

of HBCRA and shall be delivered by CONTRACTOR to the HBCRA's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 **AUDIT RIGHT AND RETENTION OF RECORDS**

HBCRA shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to HBCRA in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by HBCRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by HBCRA to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for HBCRA's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

8.3 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to HBCRA, may not submit a bid on a contract with HBCRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to HBCRA, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with HBCRA, and may not transact any business with HBCRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by HBCRA pursuant to this Agreement, and may result in debarment from HBCRA's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of HBCRA. No

partnership, joint venture, or other joint relationship is created hereby. HBCRA does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind HBCRA in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor HBCRA intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

HBCRA of Hallandale Beach
HBCRA Executive Director
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:

Name of Director
Attn: Department Name
Department Address
Hallandale Beach, FL 33009

And:

HBCRA Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

Contractor:

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. HBCRA may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without HBCRA's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of HBCRA shall be comparable to the best local and national standards.

8.8 **CONFLICTS**

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 **MATERIALITY AND WAIVER OF BREACH**

HBCRA and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

HBCRA's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless HBCRA or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall

be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND HBCRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the HBCRA pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the HBCRA and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1. Payment of Interest. HBCRA shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR

waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by HBCRA under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits _____ are hereby incorporated into and made a part of this Agreement. <IF THERE ARE EXHIBITS PLEASE PROVIDE THEM WITH THE CONTRACT AND LIST/NAME THEM HERE. IF THERE ARE NO EXHIBITS WRITE N/A>

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 9

NONDISCRIMINATION, EQUAL OPPORTUNITY

AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully 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 HBCRA, 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: HBCRA OF HALLANDALE BEACH through its authorization to execute same by Commission action on _____, day of _____, 20____, signing by and through its HBCRA Executive Director , duly authorized to execute same, and

_____, signing by and through its _____,
(name of contractor) (title of authorized officer)

duly authorized to execute same.

HBCRA

ATTEST:

HBCRA OF HALLANDALE BEACH

HBCRA CLERK

By _____
Renee C. Miller, HBCRA Executive Director

Approved as to legal sufficiency and form by
HBCRA ATTORNEY

, HBCRA ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the HBCRA of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

____ Day of _____, 20____.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

NOTARY SEAL