



**REQUEST FOR PROPOSALS
 (RFP) # FY 2020-2021-CRA 002
 CONSTRUCTION MANAGER AT RISK (CMAR)
 SIDEWALKS, STREETLIGHTS, STREETScape, LANDSCAPE, TRAILS AND OTHER PUBLIC PROJECTS**

RFP DOCUMENT RELEASED	DECEMBER 8, 2020
<p>NON-MANDATORY PRE-PROPOSAL CONFERENCE City Hall Commission Chambers and/or “Virtual” meeting utilizing communications media technology (“CMT”). Proposers attending the meeting in person will sign in upon arrival to City Hall. No questions will be answered during this meeting. All questions must be emailed to information provided below.</p> <p>Your firm can register in advance for the virtual meeting: https://us02web.zoom.us/j/88098460900?pwd=QklQKzhTaGNTaklRaTjQMDVNem40dz09 Passcode: 606230 Or join by phone: Dial(for higher quality, dial a number based on your current location): US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 Webinar ID: 880 9846 0900 Passcode: 606230 International numbers available: https://us02web.zoom.us/j/kbiuLlajkt</p> <p>No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email provided.</p> <p>Register in advance for this virtual meeting. After registering, you will receive a confirmation email containing information about joining the meeting.</p> <p>If you are not attending the virtual meeting, the meeting will also be held at City of Hallandale Beach, City Hall, Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.</p>	<p>JANUARY 19, 2021 @ 11:00 A.M. CITY OF HALLANDALE BEACH CITY HALL COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</p>
<p>QUESTIONS DUE BY NO LATER THAN All questions must be emailed to alues@cohb.org and will be answered via addendum.</p>	<p>JANUARY 25, 2021 BY NO LATER THAN 11:00 A.M.</p>
<p>DEADLINE FOR RECEIPT OF PROPOSALS Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is not open to the public every day. For drop off of responses to this RFP the City Clerk’s Office will be open Mondays and Wednesdays 8 am to 3 pm only. See location for City Clerk’s Office below. Access to the building will require time for temperature taking, answering questions, and wearing of a face covering. All must plan to obtain access to the City Clerk’s Office without being late. No late responses will be accepted.</p>	<p>FEBRUARY 10, 2021 BY NO LATER THAN 11:00 A.M.</p> <p>NO LATE PROPOSALS WILL BE ACCEPTED.</p>
<p>RESPONSES SUBMITTED TO: Sealed envelope must clearly provide your firm’s name, address, phone # and contact information and <u>must</u> be labeled with the RFP # and Name. Responses mailed and dropped off to any other Department not received by the City Clerk’s Office is deemed not received. Label sealed envelope as stated.</p>	<p>CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – 2ND FLOOR, SUITE 204 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</p>
<p>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</p>	



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SCOPE OF WORK:

PURPOSE

In accordance with Hallandale Beach Code of Ordinances Chapter 23, Section 23-3, and Florida Statutes, Chapter 287, Section 287.055, Consultants' Competitive Negotiation Act (CCNA), and Section 255.103, the City of Hallandale Beach Community Redevelopment Agency (CRA) is soliciting interested firms to submit qualifications and proposals through this Construction Manager at Risk (CMAR) Request For Proposals (RFP).

The City of Hallandale Beach Community Redevelopment Agency (CRA) is seeking firms to submit qualifications and proposals for a Construction Manager at Risk (CMAR) for the construction of public improvements, including but not limited to, sidewalks, art trail/bikeways/greenways projects, landscaping, canopy planting, bike paths, crosswalks, bioswales, roadway construction, storm water projects, streetscape projects, lighting projects, and other public projects named hereafter as Improvements Program, throughout the CRA.

The following exhibits are being released for this RFP:

- a. Exhibit A HBCRA Redevelopment Plan Modification 2020
- b. Exhibit B HBCRA Redevelopment Plan Modification 2020
- c. Exhibit C HBCRA Redevelopment Plan Modification 2020
- d. Exhibit D HBCRA Redevelopment Plan Modification 2020

The RFP consists of multiple projects over a multi-year timeframe. The number of years and the timetable for construction will extend through the latest 2026, although it is expected that some of the construction improvements will begin in during 2021.

The intent of this RFP is for the CRA to potentially select a Construction Management Firm (CM) capable of providing construction and construction management services necessary to construct the work associated with the improvements program. In carrying out the various phases of the Improvement Programs, the Hallandale Beach Community Redevelopment Agency intends to use two (2) separate types of contracts for the CM services. The first contract would be for the Pre-Construction Phase. The second type of contract would be for the Construction Phases. A separate contract will be developed and executed for each construction phase or project. Based on each Guaranteed Maximum Price (GMP) proposal given under the Pre-Construction Phase, the CRA may or may not proceed with a Construction Phase Contract. If GMP is not acceptable to the HBCRA, the HBCRA reserves the right to discontinue with the Construction Phase with that firm without recourse or liability.

The awarded firm(s) for the Improvements Program must be able to do the work and coordinate with City staff. The awarded firm(s) must be responsible for all the work, including the surveys and related costs.



Proposers are responsible to conduct site visits as deemed appropriate to be able to complete the projects as required by the RFP.

A. Pre-Construction Phase

The CM shall serve as an agent of the HBCRA, shall be paid a fixed fee for services performed and shall be an integral part of the design team. Pre-construction services could include:

- interface with the surveyors, engineer, landscape architect, or other designers as required during the design phases of projects to establish a project team that includes the Engineer, Landscape Architect, design sub-consultants and the HBCRA, including attending all design team meetings and review preliminary design drawings and specifications;
- provide full design services and prepare design development, conceptual, and final design documents from 0-100% completion.
- review and input of project cost and schedule;
- review of proposed construction materials and systems;
- project cost estimating and value engineering;
- coordinating of competitive bidding and contracting for trade subcontractors; and
- produce a Guaranteed Maximum Price (GMP) for the construction of the projects based on the design.

Note: All bids, quotes, etc. received by the CM from their respective subcontractors shall be subject to HBCRA review and as such, all financial information relative to the project shall be made available at any time to the HBCRA and the Design Team.

B. Construction Phase

The CM shall become the single point of responsibility for performance of the construction contract for the projects as assigned contractually. The CM shall function in the role as the general contractor and shall be responsible for the successful, timely, quality and economical completion of the projects and ensure compliance with all insurance requirements and safety programs. The CM shall provide overall coordination, management, supervision and scheduling of the work of each contractor/subcontractor and of the work of all separate multi-prime contractors with each other and with the activities and responsibilities of the CM and the Architect/Engineer so as to complete the project in accordance with the HBCRA's objectives of safety, cost, time and quality. The CM shall be responsible for the preparation of the bid packages and will serve under the at-risk model. The CM shall maintain accurate records for the HBCRA to include direct and indirect costs of services and equipment, change orders, direct purchases and both bidding and construction timelines. Other Construction services general duties of the CM shall include but not be limited to the following:

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- provide required insurance coverage and performance and payment bonds for 110% of value of the GMP for each phase of the project;
- prepare an overall Construction Management Plan for the project;
- prepare a construction schedule that will be updated throughout the construction phase;
- apply for, obtain, coordinate and pay for all permits, inspections and tests and oversee quality assurances;
- ensure quality control and value engineered drawings and specifications to construct the project at or below the authorized budget amount;
- prepare monthly construction progress reports during the construction phase summarizing the work of the various subcontractors;
- hold weekly construction progress meetings with HBCRA, design team, and trade contractors and maintain a daily construction diary during the construction phase describing events and conditions on the site. Copies of this diary are to be provided to the HBCRA and the Engineer on a monthly basis as a supplement to the construction progress reports;
- prepare a monthly construction costs status report that will include the budget, schedule of values, and awarded purchase orders for any given contract or budgeted line item. All approved change orders for each contract will be incorporated into the cost status report;
- provide assistance with selection and procurement of HBCRA supplied materials and owner direct purchases;
- provide project close out documents; and
- assist HBCRA with construction cost details/breakdowns for grant funding, when necessary.

C. Guaranteed Maximum Price

The selected CM shall prepare and submit a Guaranteed Maximum Price (GMP) proposal to the HBCRA after completion of the pre-construction services phase of the project. The GMP proposal must be prepared in accordance with the guidelines and delivered in the format specified by the HBCRA. The HBCRA, at its sole option and discretion, may specify different requirements for the GMP proposal. CM shall not withdraw its Guaranteed Maximum Price proposal for ninety (90) days following submission to the HBCRA. The CM shall submit the GMP proposal in a bound format that includes, but not limited to, the following:

- cover sheet including project title and HBCRA project number;
- summary sheet of GMP Proposal shall include subcontractor bids, allowances, contingencies, bonds, insurance, conditions, and exclusions. This sheet shall also contain contract time, construction start date, date of substantial completion, date of final completion, critical path schedule, and proposed work hours;
- schedule of values;
- detailed summary of general conditions;
- allowance list statement amounts and uses;

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- proposed subcontractor list;
- list of all solicited contractors;
- subcontractor bid sheets with proposed selected contractors highlighted;
- plans, drawings, and specifications specific to the GMP; and
- supporting documents referenced in the GMP.

After appropriate general review, and comparison of the initial GMP proposed by the CM with the HBCRA's projected project budget, the HBCRA may accept or reject the GMP proposed by the CM, or attempt to negotiate its amount and its terms and conditions with the CM. An initial proposed GMP value in excess of 5% of the projected project budget shall serve as cause for rejection or negotiation of the initial GMP proposed by the CM. If the HBCRA rejects the GMP initially proposed by the CM, or the parties are unable to reach agreement on a negotiated GMP value, then the HBCRA may elect to utilize the services of an independent cost estimator to determine whether the initial or negotiated GMP value proposed by the CM is accurate and realistic. If the independent estimate supports a determination that the GMP value is accurate and realistic, the design architect / engineer shall be tasked by the HBCRA to revise the plans to support preparation of a GMP that falls within 5% of the projected project budget. If the independent estimate supports a determination that the GMP value proposed by the CM is not accurate and realistic, the HBCRA may then terminate the contract with the CM without payment of all, or any portion of, the *Preconstruction Services Fee* to the CM. At such time the GMP preparation process results in a mutually agreeable GMP value, the HBCRA will document its acceptance thereof in writing and both parties shall execute a contract amendment for the project that incorporates the GMP and its supporting documents into the contract. The CM scope of basic and additional services shall be detailed and subject to a final determination of the project scope and size and careful negotiation and coordination between the selected CM and the HBCRA.

CMAR AWARD:

Following the opening of the proposal packages, firms that do not meet the Minimum Qualification Requirements (MQRs) set forth will not be considered further and will not be evaluated. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract and any contract renewals.

Firms meeting the Minimum Qualification Requirements criteria will have their proposal evaluated and scored according to the evaluation criteria set forth in this RFP. An Evaluation Committee may select no fewer than three (3) of the highest ranked proposers for oral interviews/presentations. If oral presentations are conducted, such oral presentations will be to support what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations. If oral presentations are held, proposals will be evaluated and ranked by the Evaluation Committee to obtain the results for recommendation to award and negotiate a CMAR



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Agreement.

In accordance with the pre-construction phase and construction phase contract types identified above, the Hallandale Beach Community Redevelopment Agency anticipates entering into contracts for specific projects with the respondent who submits the qualifications judged by the HBCRA to be most advantageous to the HBCRA. The HBCRA anticipates awarding a contract to the sole respondent chosen, however, reserves the right to award in any fashion that in its sole determination, finds in its best interest.

The CRA will enter into negotiations with the top ranked firm for professional services for the construction. If successful with these negotiations, an agenda item will be presented to the CRA Executive Board to award the Agreement to the CMAR firm.

The CRA reserves the right to allow sales tax savings for direct purchases where possible and practical for this Project. If the CRA selects to receive the sales tax savings on certain items within the GMP, the Contractor will be required to manage the sales tax savings on behalf of the CRA.

PROPOSAL BOND:

As per Procurement Code Section 23-12 (2) Security Bonds: Each proposer must provide with the submission a Proposal Guarantee/Bond security issued by a surety company licensed to do business in the state in the amount of \$50,000. The proposal bond is retained guaranteeing the firm submitting the proposal will not withdraw the proposal for such period of time as the Commission provides a Resolution for award of contract. Per Procurement Code Section 23-3, if firm withdraws the proposal, or awarded firm does not furnish bonds as required, and does not accept a contract that is awarded, the Proposal Guarantee Bond is forfeited.

PERMITS:

Pursuant to Florida Statute Section 218.80, the City hereby discloses that licenses, permits and fees and their costs are issued by the City for construction. The licenses permits and fees applicable to this project must be obtained and/or paid by the awarded Proposer. The successful Proposer is responsible to identify and obtain all applicable licenses, permits and pay all such related fees.

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

**MINIMUM QUALIFICATION REQUIREMENTS (MQRs):**

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

Minimum Qualification Requirement # 1: General Contractor License:

- a. Proposing Firm must be licensed as a Certified General Contractor issued by the State of Florida Department of Business and Professional Regulations.
- b. Proposing Firm must provide a copy of all applicable Certified General Contractor License(s) with Firm's response. <http://www.myfloridalicense.com/dpr>.

Minimum Qualification Requirement # 2: Years in Business Sunbiz:

- a. Proposer must be incorporated through Sunbiz with a status of "Active".
- b. Proposing Firm must provide a copy of Firm's Sunbiz with the response showing a date filed of **2015** or earlier.

<http://www.sunbiz.org>.

Minimum Qualification Requirement # 3: Bonding Capacity:

- a. Provide documentation of Proposing Firm'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.
- b. Proposers shall have a single project bonding capability of twenty million (\$20,000,000.00) with a surety company with an A.M. Best rating of A- or better.



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Minimum Qualification Requirement # 4: Proposing Firm Previous Experience:

Please note the information for the Projects below **must** be the same as the Projects/Contracts requested within the [Reference Form](#).

- 4.a. Proposing Firm must have completed three (3) projects of similar size and scope as stipulated within this RFP as a Construction Manager at Risk within the past five (5) years.
- 4.b. Pictures of three (3) completed projects must be provided with the proposal.

Proposers must provide the information for MQR # 4 a-b with details in the following chart(s). If more than one (1) chart is needed in order to provide the information for MQR # 4 a-b, Proposing Firm is to make copies of the chart and address as needed to meet MQR # 4 a-b.

Type of Project, Name and Location of Project # 1:	
Name of the Firm that was awarded the Contract.	
Date when Contract started.	Month: Year:
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
MQR # 4.a. Proposing Firm must have completed at least three (3) projects of similar size and scope as stipulated within this RFP within the past five (5) years. Provide details of the type of project.	<input type="checkbox"/> Yes <input type="checkbox"/> No Date:
MQR #4.b. Provide pictures of 3 completed projects.	<input type="checkbox"/> Yes
MQR # 4.c. Did project for MQR # 4 receive a C.O or C.C. Provide date.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Proposer must specifically detail all the services that the awarded Firm performed which clearly shows the experience related to the scope of work of this RFP.	



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Proposing Firm must provide a completed Reference Form. Must be the same as MQR #4.	<input type="checkbox"/> Yes, included <input type="checkbox"/> No, Not Included and Why?

Type of project, Name and Location of Project # 2:	
Name of the Firm that was awarded the Contract.	
Date when Contract started.	Month: Year:
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
MQR # 4.a. Proposing Firm must have completed at least three (3) projects of similar size and scope as stipulated within this RFP within the past five (5) years. Provide details of type of project.	<input type="checkbox"/> Yes <input type="checkbox"/> No Date:
MQR #4.b. Provide pictures of 3 completed projects.	<input type="checkbox"/> Yes
MQR # 4.c. Did project for MQR # 4 receive a C.O or C.C. Provide date.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Proposer must specifically detail all the services that the awarded Firm performed which clearly shows the experience related to the scope of work of this RFP.	
Proposing Firm must provide a completed Reference Form. Must be the same as MQR #4.	<input type="checkbox"/> Yes, included <input type="checkbox"/> No, Not Included and Why?



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Type of project, Name and Location of Project # 3:	
Name of the Firm that was awarded the Contract.	
Date when Contract started.	Month: Year:
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
MQR # 4.a. Proposing Firm must have completed at least three (3) projects of similar size and scope as stipulated within this RFP within the past five (5) years. Provide details of type of project.	<input type="checkbox"/> Yes <input type="checkbox"/> No Date:
MQR #4.b. Provide pictures of 3 completed projects.	<input type="checkbox"/> Yes
MQR # 4.c. Did project for MQR # 4 receive a C.O or C.C. Provide date.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Proposer must specifically detail all the services that the awarded Firm performed which clearly shows the experience related to the scope of work of this RFP.	
Proposing Firm must provide a completed Reference Form. Must be the same as MQR #4.	<input type="checkbox"/> Yes, included <input type="checkbox"/> No, Not Included and Why?



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BACKGROUND INFORMATION FOR THE CRA:

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

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

DEFINITIONS:

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

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

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

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

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

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

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

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

"Proposal" means the proposal or submission submitted by a Proposer.



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

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

INSURANCE REQUIREMENTS:

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 the City of Hallandale Beach CRA’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, **\$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 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.

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

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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 the CRA 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 CRA."

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 the CRA with 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 CRA
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

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 the City of Hallandale Beach CRA 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 The City of Hallandale Beach CRA 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 CRA 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.

CONFLICT OF INTEREST:

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

EVALUATION PROCESS AND CRITERIA:

Evaluation Process

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

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

Criteria

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

NUMBER	Evaluation Criteria	MAXIMUM Potential Points
1.	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If Firm does not provide and meet all the required MQRs information, Firm's proposal will not be reviewed/evaluated, and Firm's submission will be determined non-responsive and disqualified.	Ensure Firm provides all the MQRs within Firm's submittal. Firm must meet all MQRs in order to be reviewed and evaluated.
2.	Profile of Construction Management Services Firm	20
3.	Relevant Construction Experience	25
4.	Personnel and Construction Team	12.5



4.	Approach to Project and Project Management	30
5.	Financial Capacity – No points	No points
6.	City of Hallandale Beach Local Vendor Preference	2.5-10
7.	Florida Statute 287.055 Section 2.(d) Certified Minority Business Enterprise Certification	2.5
	TOTAL POINTS	100

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES:

Firms are to submit responses on a Universal Serial Bus (USB) drive only. **Provide five (5) USB drives with your Firm's submittal.**

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

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

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

PROPOSAL FORMAT:

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

Proposing Firm response must provide all information requested below for items # 1 through # 12.

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

While additional data may be presented, the information requested in items #1 through #12, must be included for the proposing Firm. Items #1 through #12 represent criteria after which the proposals will be evaluated.

1. Title Page:

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

**2. Table of Contents:**

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

3. Transmittal Letter:

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

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

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

4. Minimum Qualification Requirements (MQRs):

If Firm does not provide all the required MQR information, Firm's proposal will not be reviewed/evaluated, and Firm's submission will be disqualified. Address in detail each MQR in order for be considered for the project.

Firm must meet all MQRs and provide all MQRs in order to be Firm's proposal to be reviewed/evaluated, and submission not determined non-responsive.

5. Required Forms:

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

- a. Proposal Guarantee/Bond security issued by a surety company licensed to do business in the state in the amount of \$50,000.
- b. Form A: [Proposal Submitted by Form](#)



- c. Form B: [Variance Form](#)
- d. Form C: [Legal Proceedings Form](#)
- e. Form D: [Public Entity Crime Form](#)
- f. Form E: [Domestic Partnership Certification form](#)
- g. Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- h. Form G: [Drug Free Workplace Form](#)
- i. Form H: [Anti-Kickback Affidavit](#)
- j. Form I: [Confidentiality Form](#)
- k. Form J: [Request to Withdraw Proposal Form](#)
- l. Form K: [Reference Form – three \(3\) completed and signed by reference](#)
- m. Form L: [Unable to submit response](#)
- n. [Addenda, if any.](#)

6. Profile of Construction Management Services Firm:

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, and other pertinent information.
- d. Provide an organizational chart.
- e. Provide recent Annual Reports.

7. Relevant Construction Experience:

- a. Provide a list and description of municipal or other projects performed within the past five (5) years by the office and personnel to be involved in this project that are similar in scope of work stated in this RFP and budget.
- b. Discuss performance with respect to constructed projects that involved streetscape, right of way improvements, beautification, and underground utility work in conditions similar to the Hallandale Beach Community Redevelopment Agency and surrounding areas is of primary importance.
- c. Discuss Firm's experience and how it would apply to this project, how it will affect the management and construction of the projects in multi-year improvements.
- d. Discuss Firm's experience with projects of similar size, scope and budget.
- e. For the referenced projects, explain how the Firm's knowledge and experience in construction techniques and material evaluation led to optimum value in meeting design requirements in these projects.



- f. For each project listed, include the name and current telephone number of a representative/reference for whom the project was undertaken and who can personally verify satisfactory performance.
- g. Provide photos of completed projects and any pertinent information regarding cost containment, value engineering that your company performed.
- h. Provide photos that highlight the quality of finish work in hardscape, finish concrete, landscape and decorative lighting.
- i. Provide photos during construction process that reveals Firm's ability to deal with safety, business access, and pedestrian movement issues.
- j. Discuss, address in detail the history of project completion within initial budget and timeframes.

8. Personnel and Construction Team:

- a. Describe the organization of the project team and each of team members to be assigned to this project.
- b. Describe senior field personnel and project manager's experiences in performing similar projects, field of expertise, relevant educational background, and detail the level of involvement, for each member of the team in this project.
- c. If any services are to be subcontracted, those consultants must be identified and their qualifications, experience, and project involvement provided.
- d. Describe what Hallandale Beach Community Redevelopment Agency staff support or involvement, if any, may be needed.

9. Approach to Project and Project Management:

- a. This section should include narrative to show that the Firm has an understanding of the scope and objectives to be performed in this project.
- b. Describe your overall approach to performing the work through the entire preconstruction and construction processes.
- c. Detail project management procedures and capabilities including methods used during construction to monitor the project and resolve issues as well as methods of sequencing and coordination among your trades to minimize conflict and errors, cost controls, value engineering, safety program, reducing construction impact,



- public outreach and communication, and any other quality or control measures that may differentiate your firm from others.
- d. Explain your firm's public outreach and communication techniques used to ensure impacted residents and businesses are continuously informed throughout the progress of the construction work.
 - e. Explain the Firm's ability to perform and commitment to complete a multi-phase and multi- year project. Indicate how this project will fit into the total workload of the Consultant during the project time period.

10. Financial Capacity:

There are no points for this criterion.

Firm(s) must submit audited financial statements for the past three (3) years, including an income statement, a profit and loss statement, a balance sheet and a cash flow statement. In lieu of audited financial statements, proposers may submit other evidence of financial responsibility. Such evidence may include, but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement, and certified copy(ies) of federal income tax return(s) or acceptable equivalents. This information will be reviewed by the Finance Director.

11. City of Hallandale Beach Local Vendor Preference (COHB LVP):

COHB LVP is not a requirement to participate in the RFP. Click link for description of [City of Hallandale Beach LVP](#) and process for application.

12. Florida Statute 287.055 Certified Minority Business Enterprise Certification

In accordance with Florida Statute 287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties; Section 2. (d): **if** the Proposing firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and the firm submits proof of a valid certification from the Florida Department of Management Services Office of Supplier Diversity, this firm will receive two and a half (2.5) points for this criteria.

The submitted certification will be validated using the Certified Vendor Directory from the Florida Department of Management Services Office of Supplier Diversity website: <https://osd.dms.myflorida.com/directories>.

**ORAL PRESENTATIONS:**

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

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

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

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

SUBMITTAL DUE DATE AND INFORMATION:

RESPONSES ARE DUE: FEBRUARY 10, 2021 NO LATER THAN 11:00AM.

RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW.

Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is not open to the public every day.

For drop off of responses to this RFP the City Clerk's Office will be open Mondays and Wednesdays 8 am to 3 pm only. All must plan to obtain access to the City Clerk's Office without being late. No late responses will be accepted.



**COMMUNITY REDEVELOPMENT AGENCY (CRA)
CONSTRUCTION MANAGER AT RISK (CMAR)
SIDEWALKS, STREETLIGHTS, STREETScape, LANDSCAPE, TRAILS AND OTHER PUBLIC PROJECTS**

SEALED ENVELOPES MUST BE SEALED AND LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
PLACE THE NAME OF YOUR FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2020-2021-CRA002
COMMUNITY REDEVELOPMENT AGENCY (CRA)
CONSTRUCTION MANAGER AT RISK (CMAR)
SIDEWALKS, STREETLIGHTS, STREETScape,
LANDSCAPE, TRAILS AND OTHER PUBLIC PROJECTS

LATE PROPOSALS WILL NOT BE ACCEPTED

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

Non-Mandatory Pre-Proposal Conference is being held **JANUARY 19, 2021 11:00 am.**

For this RFP the City is holding a Non-Mandatory Pre-Proposal Conference. The Non-Mandatory Pre-Proposal Conference is held to explain in detail the RFP.

City Hall Commission Chambers and through “Virtual” meeting utilizing communications media technology (“CMT”).

No questions will be answered during this meeting. All questions must be emailed to information provided below.

Your firm can register in advance for the virtual meeting:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

<https://us02web.zoom.us/j/88098460900?pwd=QkJKQzhTaGNTaklRaTJqMDVNem40dz09>

Passcode: 606230

No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email provided.

If you are not attending the virtual meeting, the meeting will also be held at City of Hallandale Beach, City Hall, Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.



Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 880 9846 0900

Passcode: 606230

International numbers available: <https://us02web.zoom.us/j/kbiuLlajkt>

After registering, you will receive a confirmation email containing information about joining the meeting.

It is strongly encouraged that Firms interested in proposing to this RFP attend the Pre-Proposal Conference as a tool to be successful in responding to the City's project. The Pre-Proposal Conference presents the opportunity for Firms to clarify anything within the RFP. Questions will not be answered during this meeting. Proposers must submit all questions via email as stated below.

LAST DAY FOR QUESTIONS AND CONTACT INFORMATION:

Any questions must be submitted via email only to alues@cohb.org no later **JANUARY 25, 2021 11:00 am.**

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

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

SPECIAL ACCOMODATIONS:

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

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

**PROPOSAL BOND:**

As per Procurement Code Section 23-12 (2) Security Bonds: Each proposer must provide with the submission a Proposal Guarantee/Bond security issued by a surety company licensed to do business in the state in the amount of \$50,000. The proposal bond is retained guaranteeing the firm submitting the proposal will not withdraw the proposal for such period of time as the Commission provides a Resolution for award of contract. Per Procurement Code Section 23-3, if firm withdraws the proposal, or awarded firm does not furnish bonds as required, and does not accept a contract that is awarded, the Proposal Guarantee Bond is forfeited.

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 Design Build Firm within fifteen (15) days after receipt of request from Procurement Department. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter. A 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, Design Build Firm shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract price as increased.



REQUEST FOR PROPOSALS (RFP) TENTATIVE SCHEDULE

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

RFP DOCUMENT RELEASED	DECEMBER 8, 2020
<p><u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u> No questions will be answered during this meeting. Please read process for submissions of questions as stated below.</p> <p>City Hall Commission Chambers and through “Virtual” meeting utilizing communications media technology (“CMT”).</p> <p><u>Your firm can register in advance for the virtual meeting:</u> https://us02web.zoom.us/j/88098460900?pwd=QkJQKzhTaGNTaklRaTJqMDVNem40dz09 Passcode: 606230 Or join by phone: Dial(for higher quality, dial a number based on your current location): US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 Webinar ID: 880 9846 0900 Passcode: 606230 International numbers available: https://us02web.zoom.us/j/kbiuLiaikt</p> <p>No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email provided.</p> <p>If you are not attending the virtual meeting, the meeting will also be held at City of Hallandale Beach, City Hall, Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.</p> <p><u>After registering, you will receive a confirmation email containing information about joining the meeting.</u></p>	<p>JANUARY 19, 2021 11:00 AM CITY OF HALLANDALE BEACH CITY HALL COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</p>
<p><u>QUESTIONS DUE BY NO LATER THAN</u> All questions must be emailed to alues@cohb.org and will be answered via addendum.</p>	<p>ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN JANUARY 25, 2021 BY NO LATER THAN 11:00 AM</p>
<p><u>DEADLINE FOR RECEIPT OF PROPOSALS</u> <i>Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is not open every day. For drop off of responses to this RFP the City Clerk’s Office will be open Mondays and Wednesdays 8 am to 3 pm only. See location below. Access to the building will require time for temperature taking, answering questions and will require face covering. All must plan for obtaining access to the City Clerk’s Office without being late. No late responses will be accepted.</i></p>	<p><u>FEBRUARY 10, 2021</u> <u>BY NO LATER THAN 11:00 AM</u></p>
<p>RESPONSES MUST BE SUBMITTED TO Proposals mailed and dropped off to any other Department not received by the City Clerk’s Office is deemed not received.</p>	<p>CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – 2ND FLOOR SUITE 204</p>



COMMUNITY REDEVELOPMENT AGENCY (CRA)

CONSTRUCTION MANAGER AT RISK (CMAR)

SIDEWALKS, STREETLIGHTS, STREETScape, LANDSCAPE, TRAILS AND OTHER PUBLIC PROJECTS

	400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
ORAL PRESENTATIONS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

**FORMS:**

Proposing Proposer must complete and include all the following forms within the proposal submission on the USB drive electronically in searchable .pdf format.

- a. Proposal Guarantee/Bond security issued by a surety company licensed to do business in the state in the amount of \$50,000.
- b. Form A: [Proposal Submitted by Form](#)
- c. Form B: [Variance Form](#)
- d. Form C: [Legal Proceedings Form](#)
- e. Form D: [Public Entity Crime Form](#)
- f. Form E: [Domestic Partnership Certification form](#)
- g. Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- h. Form G: [Drug Free Workplace Form](#)
- i. Form H: [Anti-Kickback Affidavit](#)
- j. Form I: [Confidentiality Form](#)
- k. Form J: [Request to Withdraw Proposal Form](#)
- l. Form K: [Reference Form – three \(3\) completed and signed by reference](#)
- m. Form L: [Unable to submit response](#)
- n. [Addenda, if any.](#)

**FORM A: THIS PROPOSAL SUBMITTED BY:**

COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	FAX NUMBER:
DATE OF RFP:	
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.



FORM B: VARIANCE FORM

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

After award of Contract through City Commission, via Resolution, the awarded Firm’s Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variances presented by Firm are acceptable to the City. A City Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The fully executed Agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Andrea Lues, via email alues@cohb.org within five (5) business days from receipt of the email from the Procurement Department. Failure to provide a duly executed Agreement to the City within five (5) business days from receipt may result in loss of award.

Variances requested to either the RFP, 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 Firm’s response.



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 _____, 2021

**FORM E: Domestic Partnership Certification Form**

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

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

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

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

Check only one box below:

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



COMMUNITY REDEVELOPMENT AGENCY (CRA)

CONSTRUCTION MANAGER AT RISK (CMAR)

SIDEWALKS, STREETLIGHTS, STREETScape, LANDSCAPE, TRAILS AND OTHER PUBLIC PROJECTS

- The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, _____,
 Name of authorized Officer per Sunbiz Title

of _____
 Name of Firm as it appears on Sunbiz

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

 Signature Print Name

STATE OF _____

COUNTY OF _____

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

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

 (type of ID)

 Signature of Notary Commission expires

 Print Name of Notary Public



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 into a contract with the City.

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

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

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

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

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/Firm

Date



FORM G: DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:

(Name of Business)

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



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.

By: _____
Signature of Authorized Officer per Sunbiz

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____



FORM I: CONFIDENTIALITY FORM

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

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

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

I, _____,

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

of _____

Name of Firm as it appears on Sunbiz and/or legal documentation hereby, attest that I have the authority to sign this notarized certification and certify that the Firm complies with the above requirements.

Signature

Title



FORM J: REQUEST TO WITHDRAW PROPOSAL FORM

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

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

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

of _____
Name of Firm as it appears on Sunbiz and/or legal documentation request to withdraw Firm's proposal for **RFP # FY 2020-2021-CRA002 CMAR SIDEWALKS, STREETLIGHTS, STREETScape, LANDSCAPE, TRAILS AND OTHER PUBLIC PROJECTS.**

Signature Title

Date: _____

Time: _____



FORM K: REFERENCE FORM MQR #4:

Please note: The references provided below must be the same as the projects/contracts provided for response to MQR # 4.

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

Do not provide more than three (3) references.

REFERENCE CHECK FORM			
Please note that the information for the Projects/Contracts provided through references must be the same as the Projects/Contracts provided for MQR # 4.			
RFP # FY 2020-2021-CRA002 CMAR SIDEWALKS, STREETLIGHTS, STREETScape, LANDSCAPE, TRAILS AND OTHER PUBLIC PROJECTS.			
PROPOSING FIRM’S NAME(S):			
PROJECT NAME:			
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:			
PROVIDE SPECIFIC SERVICES THAT WERE AWARDED THROUGH THE CONTRACT. PLEASE BE SPECIFIC:			
Name of person providing reference information:		Phone:	



Title of person providing reference:		E-mail Address:	
Company/Employer:			

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

1. What was the scope of project provided and completed by the Contractor?

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

3. How long was the Firm on Contract to complete all the work.



<p>4. Provide detail information about the competence, level of professionalism, accessibility, and responsiveness of the Firm's personnel supervising and performing the work.</p>

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

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



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

--

8. What were the Firms schedule as required by your agreement/contract.

--

9. Provide your level of satisfaction with the Firm's overall work? Would you hire the Firm again?

--

ADDITIONAL COMMENTS:

SIGNATURE: _____ Date: _____



FORM M: UNABLE TO SUBMIT RESPONSE FORM

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

_____ HAVE RECEIVED THE RFP
 (COMPANY NAME)

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

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	
RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:	
CITY OF HALLANDALE BEACH	
PROCUREMENT DEPARTMENT	
400 SOUTH FEDERAL HIGHWAY, ROOM 242	
HALLANDALE BEACH, FL 33009	
TITLED: RFP # FY 2020-2021-CRA002	
CMAR SIDEWALKS, STREETLIGHTS, STREEScape, LANDSCAPE,	
TRAILS ANDOTHER PUBLIC PROJECTS	



GENERAL TERMS AND CONDITIONS:

I. SUBMISSION AND RECEIPT OF PROPOSALS

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

II. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach CITY by all prospective Proposers. The City of Hallandale Beach CITY 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 CITY.

1. CONE OF SILENCE:

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

**COMMUNITY REDEVELOPMENT AGENCY (CRA)****CONSTRUCTION MANAGER AT RISK (CMAR)****SIDEWALKS, STREETLIGHTS, STREETScape, LANDSCAPE, TRAILS AND OTHER PUBLIC PROJECTS**

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



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

2. **SPECIAL ACCOMODATIONS**

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



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

3. CONFIDENTIAL MATERIAL

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

4. DOMESTIC PARTNER BENEFITS REQUIREMENT:

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

Equal Benefits Requirements

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

Contracts

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

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



- this section.
- (iv) The CITY/City may retain all monies due or to become due until the Contractor complies with this section.

Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The board of directors/city commission waives compliance of this section in the best interests of the City/city, including but not limited to, the following circumstances:
 1. Where only one (1) solicitation response is received.
 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

5. LOBBYIST REGISTRATION:

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

**6. SCRUTINIZED COMPANIES:**

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

7. PROPOSAL ACCEPTANCE PERIOD:

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

8. PUBLIC RECORDS:

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

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

9. ADDENDA AND MODIFICATIONS:

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

If any addenda are issued, the CITY/City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the CITY/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/City.

10. PERFORMANCE:

It is the intention of the CITY/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/CITY. The CITY/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/CITY residents.

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

11. DELIVERY:

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

15. FAILURE TO SUBMIT PROPOSAL:

If your Firm does not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the CITY/CITY mailing list, otherwise, your Firm's name will be removed from the CITY/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 Board of Director of the City of Hallandale Beach CITY, Florida and in case of default on the part of the successful Proposer or Firm, after such acceptance, the CITY/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 CITY 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/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/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/CITY also reserves the right to award the contract on such material the CITY/CITY deems will best serve its interests.



The CITY/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/CITY reserves the right to cancel any contract by giving thirty (30) days written notice. **The CITY/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/CITY.**

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

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

19. OMISSION OF INFORMATION:

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

20. INSPECTION OF FACILITIES / SITE VISIT:

Proposers must conduct site visits as needed in order to be familiar with the required scope of work.

**21. PROPOSER'S COSTS:**

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

22. UNAUTHORIZED ALIENS

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

23. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

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

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

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

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



rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

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

24. PROTEST PROCEDURES:

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

(1) Time for Protest

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

(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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

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

(5) Authority to resolve protests

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



(6) Special Magistrate

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

25. QUALIFICATIONS OF PROPOSER:

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

26. CONFLICT OF INTEREST

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

27. SAMPLE FORM CONTRACT:

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

**28. AWARD OF CONTRACT:**

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

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

29. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:

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

30. FALSE CLAIMS ORDINANCE NO. 2018-22:

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

31. SUSTAINABLE PRACTICE ADMINISTRATIVE POLICY:

The City of Hallandale Beach Administrative Policy 2009.002, Sustainable Practice Policy was approved by the City Manager on October 9, 2019. The Policy is to set a standard of sustainable, environmentally preferable, and resilient practices, purchases, and procurement made to demonstrate the City's commitment to environmental



stewardship. Under the policy the city's purchases and procurements must meet certain sustainability qualifications including: (1) copy paper, cardboard, business cards, and office supplies must contain a minimum of 20% recycled content, (2) cleaning and janitorial products must be Green Seal certified including 100% post-consumer recycled content paper products, (3) appliances and electronics must be EnergyStar or EPEAT certified, (4) lighting and light fixtures must be EnergyStar certified, (5) HVAC systems and equipment must be EnergyStar certified whenever possible, (6) indoor and outdoor water fixtures and irrigation must be WaterSense certified, (7) fleet vehicles must be electric or hybrid wherever appropriate and, (8) capital and/or infrastructure projects with a lifespan of 30 years or more shall be designed to withstand 34 inches of sea level rise by 2060, 81 inches of sea level rise if infrastructure's lifespan extends to 2100, and must be able to withstand corrosion caused by exposure to saltwater. Click to access [2009.004 Sustainable Practice Policy](#).

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

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

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

- General procurement standards (2 C.F.R. Part 200.318).
- Competition (2 C.F.R. Part 200.319).
- Methods of procurement (2 C.F.R. Part 200.320).
- Contracting with small and minority businesses, women's business enterprises, and area labor surplus firms (2 C.F.R. Part 200.321).
- Procurement of recovered materials (2 C.F.R. Part 200.322).
- Contract cost and price (2 C.F.R. Part 200.323).
- Awarding agency and pass-through entity review (2 C.F.R. Part 200.324).
- Bonding requirements (2 C.F.R. Part 200.325).
- Contract provisions (2 C.F.R. Part 200.326 and Appendix II).



CITY OF HALLANDALE BEACH LOCAL VENDOR PREFERENCE (COHBLVP)

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

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

The COHBLVP is not a requirement of the RFP.

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

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

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

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

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

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

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



**COMMUNITY REDEVELOPMENT AGENCY (CRA)
CONSTRUCTION MANAGER AT RISK (CMAR)
SIDEWALKS, STREETLIGHTS, STREETScape, LANDSCAPE, TRAILS AND OTHER PUBLIC PROJECTS**

Tier 1 LVP:

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

Documentation to provide to receive LVP Tier 1:

Business Tax License (BTL) from Hallandale Beach:

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

Homestead in Hallandale Beach:

Proof of the homestead must be submitted with the response to the solicitation.

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

Tier 2 LVP:

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

Documentation to provide to receive LVP Tier 2:

Business Tax License (BTL) from Hallandale Beach:

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

**Tier 3 LVP:**

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

Documentation to provide to receive LVP Tier 3:**Homestead in Hallandale Beach:**

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

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

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

Process to apply the Local Vendor Preference to Competitive Proposal.

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



Evaluation Points – Local Vendor Preference

The points shall be awarded as follows:

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

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

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

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

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

Exemptions to Tier 1, Tier 2 and Tier 3.

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

- a) The proposer, either directly, or through any other company or firm owned or controlled by the proposer.
- b) Any nonlocal business.
- c) A Tier 1, Tier 2 or Tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual agreement with the intent of collecting a broker's fee or commission. A Tier 1, Tier 2 or



Tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.

- d) Participation by a Tier 1, Tier 2 or Tier 3 local business shall not be considered and the Tier 1, Tier 2 or Tier 3 local vendor shall be disqualified if the owner of the Tier 1, Tier 2 or Tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a City contract.