



**INVITATION TO BID (ITB)**  
**BID # FY 2020-2021-004**  
**CITYWIDE GROUNDS MAINTENANCE**

<b>BID DOCUMENT RELEASED</b>	<b><u>APRIL 22, 2021</u></b>
<p><b>NON-MANDATORY PRE-BID MEETING</b>          City Hall Commission Chambers (in person) and/or through “Virtual” meeting utilizing communications media technology (“CMT”). You may also attend the meeting at the location stated to the right. If Contractor is attending meeting in person a sign in sheet will be available at City Hall Commission Chambers. No questions will be answered during this meeting. All questions must be submitted per instruction below.</p> <p><b>SITE-VISIT:</b> Bidders at their convenience, may visit the locations listed in Exhibit A. Also, the interactive map is provided for a virtual site visit as well.</p> <p><b>Your firm can register in advance for the virtual Pre-bid meeting below:</b>  <a href="https://us02web.zoom.us/webinar/register/WN_I-FoZG3EQFiazx51_FwGg">https://us02web.zoom.us/webinar/register/WN_I-FoZG3EQFiazx51_FwGg</a></p> <p><i>After registering, you will receive a confirmation email containing information about joining the meeting.</i></p>	<p><b><u>APRIL 29, 2021 @ 11:00 A.M.</u></b>  <b><u>CITY OF HALLANDALE BEACH</u></b>  <b><u>CITY HALL COMMISSION CHAMBERS</u></b>  <b><u>400 SOUTH FEDERAL HIGHWAY</u></b>  <b><u>HALLANDALE BEACH, FL 33009</u></b></p>
<p><b>LAST DAY FOR QUESTIONS</b>          All questions must be sent via email to <a href="mailto:Gcuevas@cohb.org">Gcuevas@cohb.org</a>. All questions will be answered via addendum posted to the City’s website:  <a href="http://www.cohb.org/solicitations">www.cohb.org/solicitations</a> and DemandStar: <a href="http://www.demandstar.com">www.demandstar.com</a></p>	<p><b><u>MAY 5, 2021</u></b>  <b><u>BY NO LATER THAN 11:00 A.M.</u></b></p>
<p><b>DEADLINE FOR RECEIPT OF RESPONSES</b></p> <p>Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall may not be open to the public every day. <b>For drop off of responses to this Bid the City Clerk’s Office will be open Mondays and Wednesdays 8 am to 3 pm only.</b> See location below.</p> <p>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><b><u>MAY 24, 2021</u></b>  <b><u>BY NO LATER THAN 11:00 A.M.</u></b></p>
<p><b>BID OPENING:</b> The City will be opening bids via virtual zoom meeting and at City Hall Commission Chambers.  <b>Register in advance for the virtual bid opening:</b>  <a href="https://us02web.zoom.us/webinar/register/WN_Y6JDWzyFQKqbKSWAapxawA">https://us02web.zoom.us/webinar/register/WN_Y6JDWzyFQKqbKSWAapxawA</a></p> <p><i>After registering, you will receive a confirmation email containing information about joining the webinar.</i></p>	<p><b><u>MAY 24, 2021 11:10 A.M.</u></b></p>
<p><b>RESPONSES MUST BE SUBMITTED TO THIS ADDRESS</b>          Sealed envelope must clearly provide your firm’s company name, address, phone # and contact information and must be labeled with the Bid # and Name.          Responses must be received by the City Clerk’s Office.</p>	<p><b><u>CITY OF HALLANDALE BEACH</u></b>  <b><u>OFFICE OF THE CITY CLERK –</u></b>  <b><u>2<sup>ND</sup> FLOOR SUITE 204</u></b>  <b><u>400 SOUTH FEDERAL HIGHWAY</u></b>  <b><u>HALLANDALE BEACH, FL 33009</u></b></p>
<b><u>LATE BIDS WILL NOT BE ACCEPTED</u></b>	
<b><u>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</u></b>	



TABLE OF CONTENTS	PAGE NO.
<u>COVER PAGE</u>	1
<u>TABLE OF CONTENTS</u>	2
<u>SCOPE OF WORK</u>	3-12
<u>MINIMUM QUALIFICATION REQUIREMENTS</u>	13-17
<u>BACKGROUND INFORMATION ON CITY OF HALLANDALE BEACH</u>	18
<u>BID PRICE SHEET</u>	18-22
<u>DEFINITIONS</u>	23-24
<u>INSURANCE REQUIREMENTS</u>	24
<u>CONTRACT TERMS</u>	24
<u>CONFLICT OF INTEREST</u>	25
<u>SECURITY BID BOND 10%</u>	25
<u>INSTRUCTIONS FOR SUBMITTAL OF RESPONSES</u>	26
<u>BID SUBMITTAL FORMAT</u>	26-27
<u>SUBMITTAL DUE DATE</u>	27
<u>NON-MANDATORY PRE-BID CONFERENCE</u>	28
<u>LAST DAY FOR QUESTIONS AND CONTACT INFORMATION</u>	28-29
<u>TENTATIVE SCHEDULE</u>	30
<u>FORMS</u>	31-49
<u>AGREEMENT</u>	50-68
<u>GENERAL TERMS AND CONDITIONS</u>	71-83
<u>LOCAL VENDOR PREFERENCE</u>	84-89
EXHIBIT A – MAPS LINK (USE CHROME BROWSER)	
EXHIBIT B – NOISE ORDINANCE	
EXHIBIT C – GROUNDS MAINTENANCE CHECKLIST	

## SCOPE OF WORK

### PURPOSE

The City of Hallandale Beach is seeking bids to establish a contract to supply all labor, equipment, tools and materials from qualified and certified Contractors to maintain designated roadway medians, swales, gateways, lots, and other facilities within the City limits. The City is seeking a qualified contractor capable of implementing an aggressive inspection and landscape/grounds maintenance program with attention to detail. Contractor shall possess and be able to demonstrate the ability to detect and correct any potential maintenance problems prior to their becoming readily apparent. The intent of this work is to provide services to the designated areas so that they will be maintained to a superior level such that they are viewed by the public as the best maintained in the area. This is the standard required of all Contractors.

Contractor shall maintain the contractually covered landscaped areas at the frequency rate prescribed with conventional production style mowing and lawn maintenance and equipment. The Contractor must be responsible for the complete management, operation and maintenance of all irrigation systems. A manicured professionally groomed appearance is the desired result. The City of Hallandale Beach requires the highest and best maintenance standards and practices. The Contractor is expected to maintain this project with the highest quality landscape maintenance standards possible consistent with these specifications and industry standards. The Contractors work will be inspected by the City and the City's Landscape Superintendent on a regular basis to ensure strict compliance with these specifications. The City's Landscape Superintendent will meet with the Contractor as needed, but no less than on a quarterly basis, to review the overall maintenance.

The contractor shall be fully responsible for the performance of his/her company and completion of all work as outlined in these specifications. The contractor shall employ sound horticultural practices and methods standard in the industry.

Contractor shall maintain all other areas as required by City during the course of this contract.

### SECTION 2: LOCATIONS OF WORK:

**All Medians, Right of Ways, and Parking Swales located within City limits and Hallandale Beach Cemetery as located in the pricing sheet and City Map, Exhibit A.**

Exhibit A is an area map defining areas to be maintained. By submitting a bid, the bidder certifies that he/she is familiar with the sites and the proposed scope of work, prior to submitting a bid. The City reserves the right to remove specific locations on a temporary or permanent basis, as deemed appropriate.

Exhibit A – Site Map: <https://bit.ly/3bteq80>

### **SECTION 3: EQUIPMENT**

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Hallandale Beach. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. All equipment will be inspected and evaluated by the City of Hallandale Beach Grounds/Landscaping Superintendent, prior to award of this bid.

Storage for equipment will not be provided to the Contractor.

### **SECTION 4: REGULATIONS AND STANDARDS:**

4.1. Contractor shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract. The Contractor shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:

- A. FDOT Florida Department of Transportation
- B. OSHA Occupational Safety and Health Act
- C. EPA Environmental Protection Agency
- D. All State and Federal labor standards and practices, as applicable

4.3 FDOT approved safety vests shall be worn at all times. Proper safety signage, such as Work Zone Ahead “Workers Ahead”, cones, flagperson or other warning devices shall be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation’s Design Standards and US Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be utilized where applicable. Safety equipment, such as safety goggles, ear protection, gloves, etc. shall be provided and utilized as appropriate. All personnel performing maintenance of traffic activities shall possess valid and verifiable certificates of training as per the most current State of Florida standards and regulations and be familiar with moving MOT procedures accordingly and follow these procedures at all times.

4.4 Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria.

4.5 Any damage to the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the



contractor to the satisfaction of the City of Hallandale Beach. Failure to restore said property within three (3) working days following written notification will result in a deduction from the next invoice of all expenses incurred by the City for the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

4.6 No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency and NPDES requirements, and is responsible for all non-compliance penalties.

4.7 Aerial spraying of trees, with the exception of Royal Palms and Ficus, is prohibited.

4.8 Contractor vehicles shall not be parked on medians or swales at any time during maintenance service. Any damage to the irrigation system caused by the Contractor's vehicles or equipment shall immediately be reported to the City's Designee, who will contact the Irrigation Supervisor if needed. Contractor will make the repair or will pay all expenses incurred by the City for repair.

4.9 Vendor shall report verification of all service via **Grounds Maintenance Checklist, 'Exhibit C'** by email to the City designated contact no later than 9:00 A.M. the day following completion of the work. The intent of the checklist form is for the Contractor to notify the City that the work is complete and ready for inspection. The checklist also tracks the inspection results and provides back up to authorization for payment. The checklist keeps the Contractor and the City informed of any non-compliance issues affecting quality or deficiencies in service. The Contractor shall be available by telephone during the hours of 8:00 A.M. to 5:00 P.M. Monday through Saturday, to discuss field observations, problems, or other matters pertaining to the contract. At the request of the City, Contractor shall meet to discuss performance from time to time. The Superintendent of Landscaping or designee shall be the liaison between the Contractor and the City regarding the adherence to specifications as outlined.

## **SECTION 5: SAFETY PRECAUTIONS**

Contractor agrees to adhere to and enforce all applicable local, state, federal, and OSHA safety regulations at all times. Contractor safety includes the use of safety gear, traffic control and vehicle safety, at the Contractors sole expense.

Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Project site(s) and other persons who may be affected thereby;



- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site(s).
- Other Property at the Project site(s) or adjacent thereto, including trees, shrubs, lawn, walks, pavements, roadways, structures and utilities.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970 (OSHA), and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when execution of the Work may affect them.

### **SECTION 6: PERSONNEL**

The Contractor shall employ personnel competent to perform the work specified herein. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable. Non-uniform clothing will not be permitted, including for new employees. FDOT approved Safety vests must be worn at all times. Employees must be able to show proper identification at all times. Employees and Supervisors must be able to read, comprehend, and speak English in order to communicate effectively with the City staff and with others. A Supervisor will be onsite at all times and will be able to manage all facets of the landscape services for the Contractor. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the Landscape Superintendent or his/her designee. The Supervisor shall use his experience and training to prevent, detect, and control adverse conditions by physically inspecting the landscape and property and communicating with the City's designee. All of the contractor's employees must wear company uniforms shirts that identify the company name, at all times. The President/Owner must be on 24 hour call, at all times, for emergency purposes.

### **SECTION 7: CONTRACTOR STAFF TRAINING AND EXPERIENCE:**

- 7.1. The Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices regarding: safety, hazardous materials spill response, plant health, pruning, integrated pest management and pesticide application. The City reserves the right to demand the replacement of Contractor's staff who do not meet the City's standards for safety, professionalism, or horticultural knowledge.
- 7.2. All work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of five years combined horticultural education and experience. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). The supervisor assigned must be identified by name to ensure coordination and continuity.

- 7.3. All pesticide applications shall be performed by a Contractor licensed and insured as a State of Florida Licensed Commercial Applicator. In addition, the staff doing the pesticide application shall be licensed as Commercial Operators. License numbers will be provided to the City prior to award of Contract.
- 7.4. All pruning will be performed by, or under the direct on-site supervision of, staff with proper documented education and training in proper pruning techniques. Pruning of trees greater than six inches DBH (except Ficus) will only be performed under the supervision of an ISA certified Arborist.

#### **SECTION 8: FERTILIZER (Optional):**

- 8.1. Fertilization shall comply with ANSI-A300, Part 2 Fertilization Standards. Contractor shall, at the request of the City apply fertilizer to all grass areas, shrubs and ground covers. Fertilizer shall be supplied by the City and shall be applied by the Contractor as per manufacturer's instructions and rate. Contractor shall provide a labor cost per bag on the pricing page, and shall pick up the fertilizer from the City.
- 8.2 Fertilizer shall be evenly distributed under the foliage and not to exceed one and one half times the area of the foliage. Fertilizer shall not be applied around the stems of the shrubs or groundcovers. All fertilizer shall be removed from the branches and leaves of plant material. All fertilized areas must be thoroughly watered following fertilization. Fertilization shall be performed at the City's request only.
- 8.3 Fertilization may occur in landscaped areas within the City other than listed on this bid.

#### **SECTION 9: PLANT REPLACEMENT:**

- 9.1. Contractor shall replace, at no cost to the City, any plant material damaged due to improper maintenance or neglect including, but not limited to improper trimming, fertilization or chemical application. Weed eater damage on trees will be cause for the Contractor to replace the tree. The Contractor should inspect zones for damage upon award to alert the City for existing damage. Plant material requiring replacement due to circumstances beyond the Contractor's control, i.e. traffic accidents, foot traffic, etc. shall be replaced at the established labor rate plus the "pass-through" cost of the plant material. Replacement shall include removal and disposal of damaged plants and all required bed preparation for the new plants. All replacement plant material shall be of the appropriate species, size, and quality. Contractor shall receive authorization from the Superintendent or his/her designee prior to commencement of plant installation or replacement. City reserves the right to utilize other contractors for plant replacement and installation in any area of the City.

### **SECTION 10: HERBICIDES/PESTICIDES:**

- 10.1 All herbicide/pesticide applications will be applied only by a State of Florida and Broward County licensed pesticide applicator. Proof of license must be supplied to City prior to start of work. All MSD data and other available documentation must be supplied to the City prior to any application. Application schedules shall be submitted to the City 10 days prior for approval.
- 10.2. Trees and palms within lawn area: Spray area 2" away from trunk with City approved herbicide. Do not spray tree leaves, suckers, or open wounds. Do not use weed-eater for trees and palms within lawn area. (Do not spray herbicide near Phoenix Date Palms).
- 10.3. All weeds that appear within curbing expansion joints are to be continually controlled through the use of herbicide.

### **SECTION 11: PREVENTIVE SPRAY FOR INSECT CONTROL:**

- 11.1. All chemicals, other than herbicide and ant bait which shall be supplied by the Contractor, shall be supplied by the City. Upon request, the Contractor shall handle and apply chemicals. Contractor shall mix and apply the chemicals in accordance with the manufacturer's recommendations. The use of a dye is required to clearly indicate where spraying has occurred. Dye is not to be used on concrete medians, sidewalks, or pavers. All work involving the use of chemicals shall be in compliance with all federal, state, and local laws and shall be accomplished by a Florida Certified Pesticide Applicator. A current Florida Certified Pesticide Applicator License copy must be submitted to the City with your bid response. The minimum license required is the Florida Limited Commercial Maintenance license.
- 11.2 A listing of proposed chemicals to include commercial name, application amounts and type of usage shall be submitted for approval at the beginning of the contract. All proposed chemicals must be approved by the Florida Department of Agriculture. Records shall be kept and retained, as prescribed by law for the use of all pesticide operations including but not limited to date, time, method of application, chemical formulation, applicator's name and weather conditions. Copies of all records shall be submitted to the Superintendent or designee upon completion of each application. Any and all soil, sod, plants contaminated by chemical use will immediately be removed and replaced at the Contractor's expense. **NO WORK SHALL BEGIN UNTIL WRITTEN APPROVAL OF CHEMICAL USE HAS BEEN OBTAINED FROM THE SUPERINTENDENT OR DESIGNEE.**



## **SECTION 12: MOWERS AND EDGERS**

- 12.1. All mowers shall be adjusted to 2 1/2" or 3" cutting height as directed by CITY, shall be in good repair, shall have no oil or gas leaks, and shall be equipped with mulching attachments and sharp blades.
- 12.2. All mowers must be mulching-type mowers with no discharge allowed, or all clipping must be manually removed.
- 12.3. All equipment must be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the City at its sole discretion. All equipment shall meet all applicable manufacturers' safety standards for operation while in use at all times.
- 12.4. Edgers shall be in good repair, shall have no oil or gas leaks, and shall provide a clean straight edge not more than 1/2" away from walks and edge of pavement.

## **SECTION 13: METHODS OF MAINTENANCE:**

### 13.1. Mowing of lawn areas

- A. Pick up and dispose of litter within all areas to be maintained (not limited to bags, cans, and paper) prior to mowing, including debris removal. Contractor shall recycle whenever possible. Contractor shall remove trash. No dumpsters shall be stored within City limits.
- B. Use string trimmer for areas not accessible to mowing equipment. Trim around poles, guardrails, and other fixed objects within road right-of-way.
- C. The Contractor shall provide (30) Thirty services per year. This will include three services during the months of May through October and two services during the remaining months of November through April.

Mow and edge all lawn areas for days and period of:

- Every fourteen (14) days from November 1 thru April 30.
- Every ten (10) days from May 1 thru October 31.

Any exception to this schedule can be made only by written authorization of Grounds/Landscaping Superintendent.

- D. Remove and properly dispose of all grass clippings, leaves, weeds, undesirable plant growth, and other debris from sidewalks, curbs, gutters, catch basins, medians, right of ways, and streets.

- E. Weekend mowing is not allowed unless specifically authorized in writing by the City.
- F. Wind-row mowing patterns are not permitted.

### 13.2. Edging

- A. Contractor shall provide edging of all walks, roadways, and ornamental beds at each service. At times the beds may not be edged to allow for the grass to grow in, thus helping to reduce the problem of the beds becoming too large from constant edging.
- B. Maintain shape of planting beds as originally designed.

### 13.3. Trimming

- A. As needed all trees and palms will be maintained to a height of eight feet (8' FT) to allow for vehicular and pedestrian traffic.
- A. Trim shrubs and ground cover, as needed, to meet the criteria set forth in FDOT Index 546 (latest revision), which mandates a maximum height of 24" from top of adjacent pavement.
- B. Trim Ficus and Green Buttonwood tree screen (tops and two sides), a minimum of (6) times per year to effect a solid 10'-15' tree screen, or as directed by City Grounds/Landscaping Superintendent. Remove all invasive exotic vegetation from tree screen.
- D. Remove dead and dying fronds from palms, as needed, for clean appearance. Use no climbing spikes.
- E. Selectively trim existing trees in accordance with Tree Care Industry Association and Broward County standards and practices, to maintain a minimum of 8 feet of clear trunk. Remove suckers, shoots, and dead or dying branches. All tree, palm, and shrub pruning is included in this contract.
- F. When trimming Phoenix Dactylifera (Date Palm) completely dip trimming utensils in a solution of 50% chlorine and 50% water prior to moving to adjacent palm.
- G. Maintain integrity of original design when trimming. Do not box plants whose habits of growth do not lend themselves to this type of trimming.



- H. Use no machete for trimming.
- I. Haul away all trimming debris from site, and properly dispose of at contractor's expense.

#### 13.4. Weeding

- A. Hand pull weeds in shrub and ground cover area, as needed to maintain a clean appearance.
- B. Apply approved herbicides, as needed, to control weeds in decorative paver bullnoses, curb, and gutter areas.
- C. Trees and palms within lawn area: Do not use string trimmers adjacent to trunks in order to avoid trunk damage. Maintain all tree and shrub beds in a weed free condition by hand pulling or chemical control, at each maintenance visit. Nut sedges shall be controlled by a product formulated specifically for their eradication. No green weeds shall be visible in any landscaped beds on the final day of each month.
- D. Haul away all trimming debris from site, and properly dispose of at contractor's expense.

#### 13.5. Clean-up

- A. Using a mechanized low-decibel blower remove all debris from all walks, drives, roads, and pedestrian areas as often as requested by City.
- B. Remove all excess soil, trimmings, debris, and equipment from site after each visit.

All debris removed from the City of Hallandale Beach is to be disposed of at an EPA and State of Florida approved dumping site, at Contractor's expense. Contractor to provide City with report every month detailing total cubic yards of debris and trash collected from right of ways and streets.

#### 13.6. Cemetery

- A. Work may be performed Monday – Thursday, 7am – 5:30pm, only  
Mow and edge all lawn areas for days and period of:
  - Every fourteen (14) days from November 1 thru March 31.
  - Every seven (7) days from April 1 thru October 31.

### **SECTION 14: ACCESS TO WATER AND UTILITIES**

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of generators, fuel, etc. The use of a

generator may be subject to the prior approval of the Project Manager(s) and may be withheld when the Work is in a primarily residential neighborhood. Electrical power required during construction must be installed by a qualified electrical contractor approved by the Project Manager(s).

The City may at its sole discretion provide access to City utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work. The ability of the City to make utilities available to the Contractor must not form any basis for a change order or claim by the Contractor.

### **SECTION 15: WORKING HOURS**

No work shall be done before 7:00 A.M. or after 5:30 P.M (or sundown), or on Sundays. No work shall be performed after sunset. Contractor shall not perform work on holidays or when the City offices are closed unless prior approval is granted by the City. Contractor shall adhere to City noise ordinance, outlined in Exhibit B.

### **SECTION 16: PERMITS**

Pursuant to Florida Statute Section 218.80, the City hereby discloses that the following licenses, permit and fees and their costs are issued by the City for construction. The licenses, permits, and fees applicable to this project are within the link found below and must be obtained and/or paid by the awarded Contractor. The successful Contractor is responsible to identify and obtain all applicable licenses, permit, and pay all such related fees. The costs of all licenses, permits, and their respective fees applicable to this project are to be secured and paid for by the Contractor and will be reimbursed by the City for their actual cost.

[FY 2020-21 Fee Booklet](#)

All bids must be submitted in accordance with the Bid document which may be obtained online at [www.cohb.org/solicitations](http://www.cohb.org/solicitations) or at [www.demandstar.com](http://www.demandstar.com).

## MINIMUM QUALIFICATION REQUIREMENTS (MQRs)

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

### **FORM A: MINIMUM QUALIFICATION REQUIREMENT #1: 10% BID BOND REQUIREMENT**

As per Procurement Code Section 23-12 (2) Security Bonds, each bidder must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted.

A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

### **FORM B: MINIMUM QUALIFICATION REQUIREMENT # 2: YEARS IN BUSINESS- SUNBIZ:**

- a. Bidder must be incorporated through Sunbiz with a status of "Active".
- b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2016** or earlier.

### **FORM C: MINIMUM QUALIFICATION REQUIREMENT #3: BIDDER'S CONTRACTOR LICENSES:**

The Contractor must possess the following licenses and keep them current throughout the term of the contract:

- a. Pesticide/herbicide license. Provide name of Certified Limited Urban Landscape Commercial Fertilizer and Public RUP Applicator Licensee.  
<http://ceupublicsearch.freshfromflorida.com/PersonSearch.asp>





- b. FDOT MOT certification Provide name of FDOT MOT certificate holder.  
<http://www.motadmin.com/verify-a-certificate.aspx>
- c. Broward County Tree Trimmer Class B Certification. Current Certificate to be provided by respondent.
- d. ISA certified Arborist: Provide name of Certified Arborist and license number.  
<https://www.treesaregood.org/findanarborist>

**NOTE-** Contractor must provide a copy of the applicable license(s) with Firm’s response.

**FORM D: MINIMUM QUALIFICATION REQUIREMENT (MQR) #4: PRIME CONTRACTOR PREVIOUS EXPERIENCE:**

- a. Contractor must have an on-site Supervisor of a qualified landscape professional with a minimum of five years combined horticultural education and experience.
- b. Please note the information for the Projects below must be the same as the Projects/Contracts requested within the [Reference Form](#).
- c. The Bidder must have been the Prime Contractor on the project and performed three (3) projects of similar size, scope and complexity to the specifications within the last five (5) years, 2015 to 2020, as referenced in this Bid. **Bidders must provide proof of three (3) Projects/Contracts within the last five (5) years, 2015 to 2020, on the following chart(s):**

Name of Project # 1:	
Name of the entity where the project was performed:	
Name of the Prime Firm that was awarded the Contract:	
Updated contact name, address, phone number, and email for Project Manager where services for the project were provided to:	
Provide the Job Title of the Project Manager:	
Date when Project started:	Month:                      Year:
Date when Project was <b>completed</b> :	Month:                      Year:
Or is this an active on-going contract?	



Was your Firm the Prime Contractor awarded the Contract for the Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total amount of approved change orders added to the Project:	\$
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
<p>a. Firm <b>must</b> show proof of three (3) <b>completed or on-going</b> Projects/Contracts of similar size, scope and complexity to the work and specifications as referenced in this Bid, within the last five (5) years, 2015 to 2020, which Firm performed and was awarded as the <b>Prime Contractor</b>.</p> <p>b. <u>Provide detail and explain in detail work completed which matches the work listed in this Bid for the Project.</u></p>	<input type="checkbox"/> Yes



Name of Project # 2:	
Name of the entity where the project was performed:	
Name of the Prime Firm that was awarded the Contract:	
Updated contact name, address, phone number, and email for Project Manager where services for the project were provided to:	
Provide the Job Title of the Project Manager:	
Date when Project started:	Month:                      Year:
Date when Project was <b>completed</b> :	Month:                      Year:
Or is this an active on-going contract?	
Was your Firm the Prime Contractor awarded the Contract for the Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total amount of approved change orders added to the Project:	\$
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
<p>a. Firm <b>must</b> show proof of three (3) <b>completed or on-going</b> Projects/Contracts of similar size, scope and complexity to the work and specifications as referenced in this Bid, within the last five (5) years, 2015 to 2020, which Firm performed and was awarded as the <b>Prime Contractor</b>.</p> <p>b. <u>Provide detail and explain in detail work completed which matches the work listed in this Bid for the Project.</u></p>	<input type="checkbox"/> Yes



Name of Project # 3:	
Name of the entity where the project was performed:	
Name of the Prime Firm that was awarded the Contract:	
Updated contact name, address, phone number, and email for Project Manager where services for the project were provided to:	
Provide the Job Title of the Project Manager:	
Date when Project started:	Month:                      Year:
Date when Project was <b>completed</b> :	Month:                      Year:
Or is this an active on-going contract?	
Was your Firm the Prime Contractor awarded the Contract for the Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Total amount of approved change orders added to the Project:	\$
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
<p>a. Firm <b>must</b> show proof of three (3) <b>completed or on-going</b> Projects/Contracts of similar size, scope and complexity to the work and specifications as referenced in this Bid, within the last five (5) years, 2015 to 2020, which Firm performed and was awarded as the <b>Prime Contractor</b>.</p> <p>b. <u>Provide detail and explain in detail work completed which matches the work listed in this Bid for the Project.</u></p>	<input type="checkbox"/> Yes



## BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH

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

The City provides the following services to its residents:

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

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

## BID PRICE SHEET

- I. Bidder must use the Bid Price Sheet below to submit Bidders price for this Project.
- II. Bidder shall hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.
- III. The following rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, and any other miscellaneous expenses.
- IV. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.
- V. Bidder must completely fill out each column below, i.e. unit price and total.
- VI. Not applicable or “N/A” is not acceptable and will cause Bidder to be determined non-responsive. An authorized officer per the Bidders Sunbiz, must sign the Total Bid Price Sheet.
- VII. The award will be to the lowest responsive responsible Bidder for Total Bid Amount. The City may award multiple Bidders as available, by line item, by Zone, or in its entirety, as deemed in the best interest of the City. The City may also opt to award line items, zones and/or Alternate Bid line items.





**ZONE 1**

No.	Service Location	Type	Services per Year	COST PER SERVICE	=	Total Annual Cost
1	Hallandale Beach Boulevard from I-95 to A1A	Medians	30	\$	=	\$
2	A1A from Hallandale Beach Boulevard to County Line Road	Medians	30	\$	=	\$
3	NE 14 <sup>th</sup> Avenue from Hallandale Beach Boulevard to Atlantic Shores	Parking Swales / ROW	30	\$	=	\$
4	Layne Boulevard from Hallandale Beach Boulevard to Holiday Drive	Medians	30	\$	=	\$
5	Three Islands Boulevard from Hallandale Beach Boulevard to NE 11 Street	Medians	30	\$	=	\$
6	Golden Isles Drive from Hallandale Beach Boulevard to Dead End	Parking Swales	30	\$	=	\$
7	US1 from County Line to Pembroke Road	Medians	30	\$	=	\$
8	Pembroke Road from US1 to NW 10 Avenue	Medians	30	\$	=	\$
9	NE 3 <sup>rd</sup> Street from Dixie Highway to US1	Parking Swales	30	\$	=	\$
10	North Basin (SW corner of Hallandale Beach Blvd and I-95)	Lot	30	\$	=	\$
11	South Basin (NW corner of Hallandale Beach Blvd and I-95)	Lot	30	\$	=	\$
12	NE 1 Ave from US1 to NE 3 <sup>rd</sup> Street (East side of Road)	Parking Swales	30	\$	=	\$
	Total Cost Zone 1				=	\$



**Zone 2**

No.	Service Location	Type	Services Per Year	Cost Per Service	=	Total Annual Cost
1	FEC Corridor from County Line to Pembroke Road	ROW	30	\$	=	\$
	Total Cost Zone 2				=	\$

**Zone 3**

No.	Service Location	Type	Services per Year	Cost Per Service	=	Total Annual Cost
1	Hallandale Beach Cemetery	Lot	40	\$	=	\$
	Total Cost Zone 3				=	\$

**Zone 4**

No.	Service Location	Type	Services Per Year	Cost Per Service	=	Total Annual Cost
1	I-95 corridor South Hallandale Beach Blvd	ROW	30	\$	=	\$
2	I-95 corridor North Hallandale Beach Blvd	ROW	30	\$	=	\$
3	I-95 corridor South Pembroke Road	ROW	30	\$	=	\$
4	Public Works Compound	Lot	30	\$	=	\$
5	Foster Road Swales both sides of road	ROW	30	\$	=	\$
6	Ansin Blvd – West side road	ROW	30	\$	=	\$
7	Parkview Drive	Median	30	\$	=	\$
8	Leslie Drive	Median	30	\$	=	\$
9	Intercostal Bridge – south side and under	ROW	30	\$	=	\$



10	Diana Drive	Median	30	\$	=	\$
11	Access Road behind Publix	Median	30	\$	=	\$
12	Atlantic Shores between Diplomat Pkwy and Three Islands Blvd	Median	30	\$	=	\$
13	Triangle at fork in road Old Federal Highway and Federal Highway	Median	30	\$	=	\$
14	Triangle tip on north corner of SE 3 <sup>rd</sup> St and SE 1 Ave	Median	30	\$	=	\$
15	Triangle tip at fork in road SE 1 Ave and Old Federal Highway	Median	30	\$	=	\$
16	NW 8 <sup>th</sup> Ave between NW 5 Ct and Foster Road	Median	30	\$	=	\$
	Total Cost Zone 4				=	\$
<b>TOTAL BID COST ZONES 1 – 4</b>						\$



**ALTERNATE BID - The City may or may not award the Alternate Bid Items.**

**Additional Services as requested by the City. The following rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.**

ALTERNATE BID				
ITEM	SERVICE	UNIT	ESTIMATED ANNUAL QTY	TOTAL PRICE
1	Fertilization	Per Bag Applied	500	\$
2	Mulching	Per Cubic Yard Applied	300	\$
3	Square Foot Rate - new properties	Per Square Foot	1	\$
4	Additional Services: Ex: Replanting, Pesticide Application	Per Hour	500	\$
	<b>TOTAL OF ALTERNATE BID PRICE</b>	\$		

<b>TOTAL BID AMOUNT FOR TOTAL BID ITEMS ZONE 1-4 AND TOTAL ALTERNATE BID ITEMS 1-4</b>	\$
--	----

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 of Authorized Officer per Sunbiz Print Name

## 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 RFP/Bids or proposals

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

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

**“Bid Prices”** A listing of elements, systems, items, Acceptance Testing and Training, or other subdivisions of the work, establishing a value for each, the total, of which equals the contract sum. The Schedule of Bid Prices establishes the cash flow for the Project.

**“Bond”** means a bid, performance, or payment guarantee issued by and, on the form provided by the CITY (where applicable), written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida, with a rating by AM Best Company of “A” or better, “Class V”.

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

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

**“Contract” and “Contract Documents”** means the Agreement for this Bid to be entered between the City and the Successful Bidder.

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

**“Contract Time”** means the original time between commencement and completion, including any milestone dates thereof, established, as may be amended by Change Order.

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

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



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

**“Proposer”** means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

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

## INSURANCE REQUIREMENTS

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

## CONTRACT TERMS

The term of this contract shall be for a period of three (3) years beginning upon date of award or expiration of current contract, whichever is later. The City may renew this contract for one (1) additional two (2) year periods subject to City’s option, vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

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

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

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

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

The City Commission will award the contract to the lowest responsive, responsible Bidder. Should the awarded Bidder be unable to perform and provide the services stipulated in the Bid and agreement, City reserves the right to move forward with the award of the contract to the 2<sup>nd</sup> lowest responsive and responsible Bidder. The City Project Manager will coordinate the contract start time.

## 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 [Forms 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.

## SECURITY BID BOND 10%

As per Procurement Code Section 23-12 (2) Security Bonds, each proposer must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted.

A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

## INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

Bidders are to submit responses on a Universal Serial Bus (USB) drive only. Provide one (1) USB drive with your 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. Bidders must make sure that the pdf files provided are searchable prior to submission. Do not place a password on the USB drive.

**The Bid Submittal Format section below, outlines the format to be followed to submit responses to this Bid.**

## BID SUBMITTAL FORMAT

Items 1-5 represent the format which Bidders must follow when submitting responses to the Bid.

### 1. Title Page

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

### 2. Bid Price Sheet:

Ensure the Bid Price Sheet is completed and submitted.

### 3. Minimum Qualification Requirement Forms:

All MQRs as stipulated must be provided with Firm's response. If all bidder's MQRs are not provided with the submission, the proposing Firm's response will not be reviewed/evaluated, and Firm's submission will be disqualified and determined non-responsive.

### 4. Company Information:

Per Procurement Code Chapter 23 a Responsible Bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. Proposing firm must provide detailed information for all of the following in order to determine the firm's responsibility:

- a) Provide proof that sufficient staff is available to provide the required services specified in the Bid. Include an org chart of company with bid submittal for this contract.
- b) Identify the name of the Project Manager for your firm that will be available to be reached during normal working hours, as well as, for after hours, weekends and emergencies. This position shall be defined as the person who has the authority to make immediate and binding decisions on behalf of the CONTRACTOR (without obtaining any approvals from others), regarding the disbursement of any resources needed including but not limited to chemicals, materials, equipment, labor, or otherwise as directed by the CITY.
- c) Identify equipment and vehicles owned/leased/renting to satisfactorily perform landscape maintenance, including, but not limited to instances of stolen equipment, so that normal operations can continue as scheduled.
- d) Indicate Disposal Site Plan.
- e) Indicate current and anticipated workloads with other clients.

- f) Contractor must confirm, has your company been cited for any OSHA violations in the past five (5) years. If yes, please provide an attachment including all details on each citation.
- g) List any Sub-contractor(s), if any.
- h) List and include all required licenses and certificate holders and indicate their role in this contract.
- i) Proof of insurance must be submitted with bid.

#### 5. **Required Forms**

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

- a. Form A: [MQR #1](#)
- b. Form B: [MQR #2](#)
- c. Form C: [MQR #3](#)
- d. Form D: [MQR #4](#)
- e. Form E: [This Proposal Submitted by Form](#)
- f. Form F: [Variance Form](#)
- g. Form G: [Legal Proceedings Form](#)
- h. Form H: [Public Entity Crime Form](#)
- i. Form I: [Domestic Partnership Certification form](#)
- j. Form J: [Conflict of Interest Notification Requirement Questionnaire](#)
- k. Form K: [Drug Free Workplace Form](#)
- i. Form L: [Anti-Kickback Affidavit](#)
- j. Form M: [Confidentiality Form](#)
- k. Form N: [Request to Withdraw Proposal Form](#)
- l. Form O: [Reference Form – three \(3\) completed and signed by reference](#)
- m. Form P: [Bid Price Sheet](#)
- n. Form Q: [Unable to submit response](#)
- o. [Addenda, if any.](#)

### **SUBMITTAL DUE DATE**

**BID RESPONSES ARE DUE: MAY 24, 2021 NO LATER THAN 11:00 A.M.**

**BIDS 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 may not be open to the public every day. For drop off of responses to this Bid the City Clerk's Office will be open Mondays and Wednesdays 8 am to 3 pm only.*

All must plan for obtaining access to the City Clerk's Office without being late. No late responses will be accepted.

**BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW. SEALED ENVELOPES MUST BE LABELED AS FOLLOWS:**

CITY OF HALLANDALE BEACH  
OFFICE OF THE CITY CLERK  
**PLACE THE NAME OF YOUR FIRM HERE**  
400 SOUTH FEDERAL HIGHWAY – 2<sup>ND</sup> FLOOR, SUITE 204  
HALLANDALE BEACH, FL 33009  
TITLED: BID # FY 2020-2021-004  
CITYWIDE GROUNDS MAINTENANCE

**LATE BIDS WILL NOT BE ACCEPTED**

### **NON-MANDATORY PRE-BID CONFERENCE**

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

Firm can attend in person and/or virtually.

Non-Mandatory Pre-Bid Conference is being held **April 29, 2021 at 11:00 am**, City Hall, City Commission Chambers, 400 S. Federal Highway, Hallandale Beach, FL 33009.

**Your firm may register in advance for this virtual meeting:**

[https://us02web.zoom.us/webinar/register/WN\\_I-FoZG3EQFiazyx51\\_FwGg](https://us02web.zoom.us/webinar/register/WN_I-FoZG3EQFiazyx51_FwGg)

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

No questions will be answered during this meeting. All questions must be submitted per instruction below.

### **LAST DAY FOR QUESTIONS AND CONTACT INFORMATION**

Any questions are to be submitted via email to [Gcuevas@cohb.org](mailto:Gcuevas@cohb.org) no later than **May 5, 2021 no later than 11:00 a.m.**

All answers to questions received will be released via addendum. Changes, if any, to the scope of the services or Bid procedures will be transmitted only via written addendum and available on the City's website at [www.cohb.org/solicitations](http://www.cohb.org/solicitations).



### **Special Accommodations**

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

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.

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



**TENTATIVE SCHEDULE**

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

<p>BID DOCUMENT RELEASED</p>	<p><b>APRIL 22, 2021</b></p>
<p>NON-MANDATORY PRE-BID CONFERENCE</p> <p>For this Bid the City is holding a Non-Mandatory Pre-Bid Conference. The Conference is held to explain in detail the Bid documents. Firm can attend in person and/or virtually.</p> <p>No questions will be answered during this meeting. All questions must be submitted per instruction below.</p> <p><b>Your firm can register in advance for this virtual meeting:</b>  <a href="https://us02web.zoom.us/webinar/register/WN_I-FoZG3EQFiazx51_FwGg">https://us02web.zoom.us/webinar/register/WN_I-FoZG3EQFiazx51_FwGg</a></p> <p><i>After registering, you will receive a confirmation email containing information about joining the meeting.</i></p>	<p><b>APRIL 29, 2021</b> 11:00 A.M.</p> <p>COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</p>
<p>LAST DAY FOR QUESTIONS</p> <p>All questions must be sent via email to <a href="mailto:gcuevas@cohb.org">gcuevas@cohb.org</a>. All questions will be answered via addendum posted to the City's website: <a href="http://www.cohb.org/solicitations">www.cohb.org/solicitations</a> and Demanstar: <a href="http://www.demandstar.com">www.demandstar.com</a></p>	<p>ALL QUESTIONS MUST BE EMAILED BY <b>MAY 5, 2021</b> <b>BY NO LATER THAN 11:00 A.M.</b></p>
<p><b>DEADLINE FOR RECEIPT OF RESPONSES</b></p> <p><i>Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall may not be open every day. For drop off of responses to this Bid 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><b>MAY 24, 2021</b> <b>BY NO LATER THAN 11:00 A.M.</b></p>
<p><b>BID OPENING</b></p> <p><b>BID OPENING:</b> The City will be opening bids via virtual zoom meeting and at City Hall Commission Chambers.</p> <p><b>Your firm can register in advance for this virtual meeting:</b>  <a href="https://us02web.zoom.us/webinar/register/WN_Y6JDWzyFQKqbKSWAapxawA">https://us02web.zoom.us/webinar/register/WN_Y6JDWzyFQKqbKSWAapxawA</a></p>	<p><b>MAY 24, 2021</b> <b>11:10 A.M. COMMISSION CHAMBERS</b></p>
<p><b>RESPONSES MUST BE SUBMITTED TO</b></p> <p><b>Bid responses mailed and dropped off to any other Department not received by the City Clerk's Office is deemed not received.</b></p>	<p><b>CITY OF HALLANDALE BEACH</b> <b>OFFICE OF THE CITY CLERK –</b> <b>2<sup>ND</sup> FLOOR SUITE 204</b> <b>400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</b></p>
<p>CONTRACT AWARD BY CITY COMMISSION – ESTIMATED</p>	<p>TO BE DETERMINED</p>
<p>PROJECT START DATE – NOTICE TO PROCEED ESTIMATED</p>	<p>TO BE DETERMINED</p>

## FORMS

Bidder must complete and include all the following forms within the bid submission on the USB drive.

Minimum Qualification Requirements (MQRs) Form A through Form D, for MQR #1 through MQR # 4 must be met and provided by the proposing firm in order to be determined responsive.

- Form A: [MQR #1](#)
- Form B: [MQR #2](#)
- Form C: [MQR #3](#)
- Form D: [MQR #4](#)
- Form E: [This Proposal Submitted by Form](#)
- Form F: [Variance Form](#)
- Form G: [Legal Proceedings Form](#)
- Form H: [Public Entity Crime Form](#)
- Form I: [Domestic Partnership Certification form](#)
- Form J: [Conflict of Interest Notification Requirement Questionnaire](#)
- Form K: [Drug Free Workplace Form](#)
- Form L: [Anti-Kickback Affidavit](#)
- Form M: [Confidentiality Form](#)
- Form N: [Request to Withdraw Proposal Form](#)
- Form O: [Reference Form – three \(3\) completed and signed by reference](#)
- Form P: [Bid Price Sheet](#)
- Form Q: [Unable to submit response](#)
- [Addenda, if any.](#)

### **FORM A: MINIMUM QUALIFICATION REQUIREMENT #1: 10% BID BOND REQUIREMENT**

As per Procurement Code Section 23-12 (2) Security Bonds, each proposer must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted.

A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

### **FORM B: MINIMUM QUALIFICATION REQUIREMENT # 2: YEARS IN BUSINESS- SUNBIZ:**

- a. Bidder must be incorporated through Sunbiz with a status of “Active”.
- b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2016** or earlier.



**FORM C: MINIMUM QUALIFICATION REQUIREMENT #3: BIDDER'S CONTRACTOR LICENSES:**

The Contractor must possess the following licenses and keep them current throughout the term of the contract:

- a) Pesticide/herbicide license. Provide name of Certified Limited Urban Landscape Commercial Fertilizer and Public RUP Applicator Licensee.  
<http://ceupublicsearch.freshfromflorida.com/PersonSearch.asp>
- b) FDOT MOT certification Provide name of FDOT MOT certificate holder.  
<http://www.motadmin.com/verify-a-certificate.aspx>
- c) Broward County Tree Trimmer Class B Certification. Current Certificate to be provided by respondent.
- d) ISA certified Arborist: Provide name of Certified Arborist and license number.  
<https://www.treesaregood.org/findanarborist>

**NOTE-** Contractor **must** provide a copy of the applicable license(s) with Firm's response.

**MINIMUM QUALIFICATION REQUIREMENT (MQR) # 4: Form D: PRIME CONTRACTOR PREVIOUS EXPERIENCE:**

- a. Contractor must have an on-site Supervisor of a qualified landscape professional with a minimum of five years combined horticultural education and experience.
- b. Please note the information for the Projects below **must** be the same as the Projects/Contracts requested within the [Reference Form](#).
- c. The Bidder must have been the Prime Contractor on the project and performed three (3) projects of similar size, scope and complexity to the specifications within the last five (5) years, 2015 to 2020, as referenced in this Bid. **Bidder must provide proof of three (3) Projects/Contracts within the last five (5) years, 2015 to 2020, on the following chart:**

Name of Project # 1:	
Name of the entity where the project was performed:	
Name of the Prime Firm that was awarded the Contract:	



Updated contact name, address, phone number, and email for Project Manager where services for the project were provided to:	
Provide the Job Title of the Project Manager:	
Date when Project started:	Month:                      Year:
Date when Project was <b>completed</b> : Or is this an active on-going contract?	Month:                      Year:
Was your Firm the Prime Contractor awarded the Contract for the Project?	<input type="checkbox"/> Yes
Total amount of approved change orders added to the Project:	\$
List all of the sub-contractors that worked for the awarded Firm to provide all services required by the Contract:	
<p>a. Firm <u>must</u> show proof of three (3) <u>completed or on-going</u> Projects/Contracts of similar size, scope and complexity to the work and specifications as referenced in this Bid, within the last five (5) years, 2015 to 2020, which Firm performed and was awarded as the <u>Prime Contractor</u>.</p> <p>b. <u>Provide detail and explain in detail work completed which matches the work listed in this Bid for the Project.</u></p>	<input type="checkbox"/> Yes



**FORM E: THIS PROPOSAL SUBMITTED BY:**

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

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

The 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 Bid.





**FORM F: VARIANCE FORM**

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

**After award of Contract through City Commission, via Resolution, the awarded Bidder's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variance(s) presented by Bidder are acceptable to the City, the Agreement will be routed to the awarded Bidder for execution by the authorized officer per Sunbiz.**

**Variances requested to either the Bid, the Terms and Conditions, Specifications and the City Form Agreement may result in the City rescinding award of contract.**

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





**FORM H: 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 I: 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.



- 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 J: 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 Bid.**

---

**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 K: 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 M: 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 Bid, Bid Number and Name - Confidential Material".

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

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

If N/A please circle:     N/A

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**FORM N: REQUEST TO WITHDRAW PROPOSAL FORM**

Requests to withdraw bid will be considered if received by the City, via email to [gcuevas@cohb.org](mailto:gcuevas@cohb.org) before deadline for receipt of proposals.

This form must be provided back via email to [gcuevas@cohb.org](mailto:gcuevas@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 bid for BID # FY 2020-2021-004 CITYWIDE GROUNDS MAINTENANCE.

\_\_\_\_\_  
Signature Title

Date: \_\_\_\_\_

Time: \_\_\_\_\_



**FORM O: REFERENCE FORM**

**NOTE THAT THE INFORMATION FOR PROJECTS/CONTRACTS FOR MQR #4 MUST BE SAME AS THE PROJECTS/CONTRACTS PROVIDED FOR FIRM'S REFERENCES.**

<b>REFERENCE CHECK FORM</b>		
<b>BID # FY 2020-2021-004 CITYWIDE GROUNDS MAINTENANCE</b>		
<b>FIRM NAME:</b>		
<b>PROJECT NAME:</b>		
<b>PROJECT START DATE:</b>	<b>MONTH</b>	<b>YEAR</b>
<b>PROJECT COMPLETED DATE:</b>	<b>MONTH</b>	<b>YEAR</b>
<b>NAME OF FIRM THAT WAS AWARDED THE AGREEMENT FOR THE PROJECT:</b>		
<b>NAME ALL THE FIRMS THAT WERE SUBCONTRACTORS TO THE PROJECT AND PROVIDED SERVICES:</b>		

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

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

<p><b>1.</b> Provide detail information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?</p>



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

--

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

--

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

--

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

--





<b>6. What was the value of the Project?</b>

<b>7. Would you consider this Firm for this type of work in the future?</b>

**ADDITIONAL COMMENTS:**

--

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

**FORM P: BID PRICE SHEET**

Ensure to complete and provide bid price sheet.



**FORM Q: 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 bid at this time, please provide the information requested in the space provided below and return form to [procurement\\_department@cohb.org](mailto:procurement_department@cohb.org).

\_\_\_\_\_ HAVE RECEIVED THE BID

(COMPANY NAME)

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


COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: (    )	
EMAIL ADDRESS:	
<b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:</b>	
<b>CITY OF HALLANDALE BEACH</b>	
<b>PROCUREMENT DEPARTMENT</b>	
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>	
<b>HALLANDALE BEACH, FL 33009</b>	
<b>TITLED: BID # FY 2020-2021-004</b>	
<b>CITYWIDE GROUNDS MAINTENANCE</b>	

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

**(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)**

**for**

**BID # FY 2020-2021-004 CITYWIDE GROUNDS MAINTENANCE**

**PLEASE NOTE:**

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

Variances requested to either the Bid, the Terms and Conditions, Specifications and the City Form Agreement may result in the City rescinding award of contract.

After award of Contract through City Commission, via Resolution, the awarded Bidder's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variance(s) presented by Bidder are acceptable to the City, the Agreement will be routed to the awarded Bidder for execution by the authorized officer per Sunbiz.

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



This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

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

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

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

**ARTICLE 1**

**TERM**

1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on \_\_\_\_\_; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
2. This Agreement value shall not exceed fifty thousand dollars for fiscal year \_\_\_\_\_. CONTRACTOR shall not be paid more than fifty thousand dollars for the FY \_\_\_\_\_ unless approved by the City Commission.
3. At the \_\_\_\_\_ (date) 201\_\_ City Commission Meeting the City Commission adopted Resolution # \_\_\_\_\_ awarded through Bid # FY 2020-2021-004 CITYWIDE GROUNDS MAINTENANCE. The Contract value and per such Resolution # \_\_\_\_ shall not exceed \$\_\_\_\_\_. The contract value shall not exceed \_\_\_\_\_ dollars (\$000,000) for the fiscal year starting 10-1-20\_\_ and ending 9-30-20\_\_, unless approved by City Commission.

**Local City of Hallandale Beach Vendor Preference**

Contractor has been granted LVP as per Bid submitted Attachment X. Contractor includes in the attached Attachment X and identifies the vendor(s) that are going to be utilized through the LVP participation and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

**ARTICLE 2**

**SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

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

The work to be provided includes the scope of work in Bid # FY 2020-2021-004- CITYWIDE GROUNDS MAINTENANCE submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

**ARTICLE 3**

**INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in

whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

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





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

#### **ARTICLE 4** **PERSONNEL**

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

#### **ARTICLE 5** **INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages,

limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

#### 5.1. **MINIMUM LIMITS OF INSURANCE**

**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.

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

**Waiver of Subrogation** Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-

loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

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

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

**Umbrella or Excess Liability.** 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 City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City 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.

## 5.2 **DEDUCTIBLES AND SELF-RETENTIONS**

### A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

### B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

### 5.3 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale Beach. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company.

If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.4. **ACCEPTABILITY OF INSURANCE COMPANY**

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.5 **VERIFICATION OF COVERAGE**

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.





**5.6 COVERAGE CONTINUATION:**

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

**5.7 SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTORS shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All coverages for subcontractors shall be subject to all the requirements stated herein.

**ARTICLE 6**  
**COMPENSATION**

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses. The contract will not exceed the expenditure of \$50,000 during any fiscal year.



**6.2 METHOD OF BILLING AND PAYMENT**

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

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

6.4 Payment shall be made to CONTRACTOR at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 7**

**TERMINATION**

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



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

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

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

## **ARTICLE 8** **MISCELLANEOUS**

### **8.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

### **8.2 AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct

entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT [CITYCLERKOFFICE@COHB.ORG](mailto:CITYCLERKOFFICE@COHB.ORG), OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009**

### **8.3 PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime

may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

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

#### 8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

#### 8.5 **THIRD PARTY BENEFICIARIES**

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

#### 8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place



last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**City of Hallandale Beach**

City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

**With Copy to:**

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

**And:**

City Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8.7 ASSIGNMENT AND PERFORMANCE**

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

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities,

where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

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

#### 8.8 **CONFLICTS**

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

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

#### 8.9 **MATERIALITY AND WAIVER OF BREACH**

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

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

#### 8.10 **COMPLIANCE WITH LAWS**

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

8.11 **SEVERANCE**

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

8.12 **JOINT PREPARATION**

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

8.13 **PRIORITY OF PROVISIONS**

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

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.



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

8.15 **AMENDMENTS**

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

8.16 **PRIOR AGREEMENTS**

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

8.17 **PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

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

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits \_\_\_\_\_ are hereby incorporated into and made a part of





this Agreement. <IF THERE ARE EXHIBITS PLEASE PROVIDE THEM WITH THE CONTRACT AND LIST/NAME THEM HERE. IF THERE ARE NO EXHIBITS WRITE N/A>

8.19 **REPRESENTATION OF AUTHORITY**

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

8.20 **MULTIPLE ORIGINALS**

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

**ARTICLE 9**

**NONDISCRIMINATION, EQUAL OPPORTUNITY**

**AND AMERICANS WITH DISABILITIES ACT**

9.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by 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.

## 9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

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



**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, signing by \_\_\_\_\_ and through its City Manager, duly authorized to execute same, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, (name of contractor) (title of authorized officer) duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
Jeremy Earle, CITY MANAGER

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
Jennifer Merino, CITY ATTORNEY

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

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

(If incorporated sign below).

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)



(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TYPE NAME AND SIGNED ABOVE)

**NOTARY SEAL**

## GENERAL TERMS AND CONDITIONS:

### I. SUBMISSION AND RECEIPT OF PROPOSALS

1. Bids to receive consideration must be received on or prior to the specified time and date of opening, as designated herein.
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. Bids having any erasure or corrections **MUST** be initialed by the Bidder in **INK**. Bids shall be signed in **INK**; all forms shall be typewritten or printed with pen and ink.

### II. GENERAL TERMS AND CONDITIONS

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

#### 1. CONE OF SILENCE:

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

bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.

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



solicitation a statement disclosing that the solicitation is subject to the cone of silence.

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

## **2. SPECIAL ACCOMODATIONS**

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

## **3. CONFIDENTIAL MATERIAL**

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



**4. DOMESTIC PARTNER BENEFITS REQUIREMENT:**

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

**Equal Benefits Requirements**

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

**Contracts**

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

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

**Exception and waiver**

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.

- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
  - 1. Where only one (1) solicitation response is received.
  - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

**5. LOBBYIST REGISTRATION:**

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

**6. SCRUTINIZED COMPANIES:**

The City, entering into a contract for goods or services or renewed on or after July 1, 2011, can terminate such contract at the option of the CRA/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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

**7. PROPOSAL ACCEPTANCE PERIOD:**

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

## **8. PUBLIC RECORDS:**

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

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

## **9. ADDENDA AND MODIFICATIONS:**

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

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

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

## **10. PERFORMANCE:**

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting

contract immediately upon notice by the City. The City reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

**11. DELIVERY:**

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

**12. DEFAULT PROVISION:**

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

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

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

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

**14. TAXES:**

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

**15. FAILURE TO SUBMIT BID:**

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

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

The signed Proposal shall be considered an offer on the part of the Proposer or Firm,

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

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

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

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

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

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

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

**19. OMISSION OF INFORMATION:**

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

**20. INSPECTION OF FACILITIES / SITE VISIT N/A:**

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

**21. PROPOSER'S COSTS:**

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

**22. UNAUTHORIZED ALIENS**

The employment of unauthorized aliens by any contractor/Firm is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor/Firm knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. The successful bidder shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees.

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

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

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

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



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

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

#### **24. PROTEST PROCEDURES:**

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

(1) Time for Protest

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

(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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

(4) Costs

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



- (5) Authority to resolve protests  
The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.
- (6) Special Magistrate  
In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's 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:**

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

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

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

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

**27. CONFLICT OF INTEREST**

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

**28. SAMPLE FORM CONTRACT:**

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

**29. AWARD OF CONTRACT:**

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

**30. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:**

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

**31. FALSE CLAIMS ORDINANCE NO. 2018-22:**

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

### **32. SUSTAINABLE PRACTICE ADMINISTRATIVE POLICY:**

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

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

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

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

- General procurement standards (2 C.F.R. Part 200.318).
- Competition (2 C.F.R. Part 200.319).
- Methods of procurement (2 C.F.R. Part 200.320).
- Contracting with small and minority businesses, women's business enterprises, and area labor surplus firms (2 C.F.R. Part 200.321).
- 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 How a proposer qualifies for Tier 1, Tier 2 or Tier 3 LVP:

The City of Hallandale Beach has a Hallandale Beach Local Vendor Preference (CHBLVP). The CHBLVP is not a requirement for this Bid. However, if the Proposing Firm itself or the Proposing Firm's subcontractor(s) qualify as a Hallandale Beach Local Vendor, read below to make the determination of how to do that, in order to receive the Hallandale Beach local vendor preference consideration. The Proposer must identify all Hallandale Beach local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

**All bidders 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.

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.

### **Bidder 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 paper work/documents stated below and must provide the submittal of the LVP labeled as Attachment 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", Attachment A. The submittal must include all of the following:**

- 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 dollar value of work as a percentage (%) of the total project work which equals to the cost/value which will be provided and performed by the Local Vendor whose name is provided for letter b above. Exact type of service/element of work, or direct labor or a bona fide service that Local Vendor will provide to the project. If a nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for tier 1, tier 2 or tier 3 local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

**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 Receipt 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 Receipt (BTR) from Hallandale Beach:

The valid Business Tax Receipt 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 Receipt 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 Receipt 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 Receipt 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 Receipt (BTR) 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 Receipt must be submitted with response to the solicitation. The valid Business Tax Receipt 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 (LVP) to a Bid response.**

The Procurement Department will review the submission of Attachment 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 the following process below will apply.

**Process to apply the LVP to a Bid response having provided all items required**

Conditions:

- (1) A vendor/business can only qualify for one tier preference level.
- (2) A vendor/business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Tier 1—3 status.
- (3) A vendor/business that operates through a post office box shall not be eligible to qualify for Tier 1-3.

Process to apply the LVP to bids:

- (1) *Competitive Bid Tier 1 Local Vendor Preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 1

local vendor is within ten percent of the lowest price submitted by any vendor, the tier 1 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 1 local vendor submits a bid that matches the lowest responsive bid, then the award will go to the tier 1 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

- (2) *Competitive Bid Tier 2 Local Vendor Preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 2 local vendor is within five percent of the lowest price submitted by any vendor, the tier 2 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 2 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 2 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.
- (3) *Competitive Bid Tier 3 Local Vendor Preference.* When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the tier 3 local vendor is within two and one-half percent of the lowest price submitted by any vendor, the tier 3 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the tier 3 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the tier 3 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

If there is a Tier 1 local vendor and a Tier 2 local vendor and a Tier 3 local vendor participating in the same Bid solicitation and the three vendors qualify to submit a second Bid as detailed above, the Tier 1 local vendor will be given first option.

If the Tier 1 local vendor cannot match the lowest bid received, an opportunity will be given to the tier 2 local vendor. If the tier 2 local vendor cannot match the lowest bid received, then an opportunity will be given to the tier 3 local vendor. If the tier 3 local vendor cannot match the lowest bid received, then the bid will be awarded to the lowest bidder regardless of tier 1, tier 2 or tier 3 local vendor preference.

If multiple local vendors submit bids which are within ten percent of the lowest bid, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the tier 1 local vendor submitting the lowest BAFO providing that the BAFO at least matches the lowest bid received in the original solicitation. If no tier 1 local vendor can beat the lowest bid by matching it, then the process will be repeated with tier 2 and tier 3 local vendors who have submitted a bid which is within two and one-half percent of the lowest bid. If no tier 1, tier 2 or tier 3 local vendor can submit a BAFO that matches the lowest bid submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of the tiers.

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.