



**REQUEST FOR PROPOSALS
 RFP # FY 2020-2021-CRA004
 PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS**

<u>RFP DOCUMENT RELEASED</u>	<u>APRIL 26, 2021</u>
<p>NON-MANDATORY PRE-PROPOSAL CONFERENCE 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><u>Your firm can register in advance for the virtual Pre-proposal Conference below:</u> https://us02web.zoom.us/webinar/register/WN_aPPdP9vFQUCY_SERFd8ygg</p> <p><i>After registering, you will receive a confirmation email containing information about joining the meeting.</i></p>	<p><u>APRIL 29, 2021 @ 12:30 P.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>CITY HALL COMMISSION CHAMBERS</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p>
<p>LAST DAY FOR QUESTIONS All questions must be sent via email to Gcuevas@cohb.org. All questions will be answered via addendum posted to the City’s website: www.cohb.org/solicitations and DemandStar: www.demandstar.com</p>	<p><u>APRIL 30, 2021 BY NO LATER THAN 11:00</u> <u>A.M.</u></p>
<p>DEADLINE FOR RECEIPT OF PROPOSALS 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 RFP the City Clerk’s Office will be open Mondays and Wednesdays 8 am to 3 pm only. 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><u>MAY 10, 2021 BY NO LATER THAN 11:30</u> <u>A.M.</u></p> <p><u>NO LATE PROPOSALS</u> <u>WILL BE ACCEPTED.</u></p>
<p>RESPONSES SUBMITTED TO: Sealed envelope must clearly provide your firm’s name, address, phone # and contact information and <u>must</u> be labeled with the RFP # and Name. <u>Responses mailed and dropped off to any other Department not received by the City Clerk’s Office is deemed not received. Label sealed envelope as stated.</u></p>	<p><u>CITY OF HALLANDALE BEACH</u> <u>OFFICE OF THE CITY CLERK – 2ND FLOOR,</u> <u>SUITE 204</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u></p>
<p>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</p>	



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SCOPE OF WORK:

PURPOSE

The City of Hallandale Beach Community Redevelopment Agency (HBCRA) is seeking proposals from qualified painters for exterior painting of residential homes throughout Hallandale Beach Community Redevelopment Area (CRA). The scope of work will include, but not limited to: painting of the exterior walls, awnings, fascia boards, porches/walkways, steps, railings and painting or pressuring cleaning of driveways/walkways.

DISTRIBUTION OF WORK:

As homes become available for painting, according to the Scope of Work as outlined in this RFP, the HBCRA will choose the best suited proposer from the pre-qualified list to meet the needs of the community at a particular site.

HBCRA will contact the pre-qualified contractor and the contractor must be immediately available to perform the work. Once HBCRA has confirmed Contractor immediate availability a purchase Order will be issued for commencement of work.

HBCRA reserves the right to select/award multiple contractors to paint the multiple homes. Through this Request for Proposal (RFP) the CRA intends to award contracts/purchase orders to multiple Firms at the discretion of the CRA Board of Directors. The pre-qualified awarded Firms will be maintained on a list. As properties become available, a Purchase Order will be issued to the chosen Firm from the pre-qualified list.

All work provided by Proposer(s) as a result of award of this RFP must be done in compliance with Florida Building Code and Florida Statute 553.844.

COSTS TO BE PROVIDED TO CRA

Any expenditure with a firm for a project/house will not exceed \$50,000 per fiscal year.

After the Board of Directors awards contracts to the list of pre-qualified vendors, the CRA will choose Firms to perform the work. The chosen firm for each job will provide the following costs to CRA for each project/house:

1. Pressure wash entire home including porches, driveways and walkways.
2. Exterior repair (minor fascia board repair, eave & soffit repair, fascia board replacement).
3. Painting exterior of entire home including porches, awnings, fascia boards, soffits & eaves, railings, and steps.
4. Labor and materials (including travel).



5. Any other miscellaneous cost.

WARRANTY

1. Contractor shall guarantee painting and protective coating work against defects in surface preparation, miscellaneous materials, and application for a period of 2 years.
2. Surfaces and finishes which show evidence of premature failure shall be re-prepared and re-coated as originally specified at no cost to the CRA.

CLEAN-UP

Contractor must, at all times, keep the work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all waste materials and rubbish from the site(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, the CRA may do so and the cost incurred will be charged to the Contractor.

GREEN BUILDING CERTIFICATION

[Pursuant to Section 32-787\(k\)\(5\) of the City Zoning and Land Development Code](#), the housing projects built through this RFP are required to obtain a Green Building Certification from a recognized environmental rating agency accepted by the City's Development Services Department. Provide the name of Green Building Certification and level/tier sought for the Project.

PERMITS:

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

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



MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

1. This RFP contains Minimum Qualification Requirements (MQRs) which the proposing Firm **must** meet for the Firm's response to be considered responsive.
2. **Please read the MQRs to ensure your Firm meets these requirements prior to submitting a response to this RFP. All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
3. **If Firm does not provide the completed/signed Reference Check Forms as requested, Firm will be determined non-responsive, not evaluated and not considered.**
4. Please note that the information for the Projects/Contracts for MQR #2 must be the same as the Projects/Contracts provided within the [Reference Form](#).
5. **Proposer(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.**
6. The Proposer(s) awarded any contract as a result of this RFP will be required to maintain the Minimum Qualification Requirements #1 during the term of the contract and any contract renewals.

MIMNIMUM QUALIFICATION REQUIREMENT # 1: YEARS IN BUSINESS SUNBIZ:

- a. Proposer must be incorporated through Sunbiz with a status of "Active".
- b. Proposing Firm must provide a copy of Firm's Sunbiz with the response showing a date filed of **2020** or earlier.

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

MIMNIMUM QUALIFICATION REQUIREMENT # 2: PROPOSING FIRM PREVIOUS EXPERIENCE:

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

Proposing Firm must have successfully **completed at least two (2) projects** relating to the Scope of Service.

**PRE-QUALIFICATION OF FIRMS FOR PAINTING &
MINOR FASCIA BOARD REPAIRS**



Proposers **must** provide the information for MQR # 2 with details in the following chart(s).

Please note that the information for the Projects/Contracts for MQR #2 must be the same as the Projects/Contracts provided within the [Reference Form](#).

Type of Project, Name and Location of Project # 1:	
Name of the Firm that was awarded the Contract.	
Date when Contract started.	Month: Year:
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
MQR # 2. Proposing Firm must have <u>completed</u> at least two (2) projects of similar scope as stipulated within this RFP. Provide details of the type of project.	<input type="checkbox"/> Yes
The Proposer must specifically detail all the services that the awarded Firm performed which clearly shows the experience related to the scope of work of this RFP.	
Proposing Firm must provide a completed Reference Form. Must be the same as MQR #2.	<input type="checkbox"/> Yes, included

**PRE-QUALIFICATION OF FIRMS FOR PAINTING &
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Type of Project, Name and Location of Project # 2:	
Name of the Firm that was awarded the Contract.	
Date when Contract started.	Month: Year:
Name of entity for which services were provided to.	
Updated contact name, phone and email for Project Manager where services were provided to.	
MQR # 2. Proposing Firm must have <u>completed</u> at least two (2) projects of similar scope as stipulated within this RFP. Provide details of the type of project.	<input type="checkbox"/> Yes
The Proposer must specifically detail all the services that the awarded Firm performed which clearly shows the experience related to the scope of work of this RFP.	
Proposing Firm must provide a completed Reference Form. Must be the same as MQR #2.	<input type="checkbox"/> Yes, included



BACKGROUND INFORMATION FOR THE CRA:

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

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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



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

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

INSURANCE REQUIREMENTS:

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

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

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

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

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

Additional Insured Contractor agrees to endorse the CRA as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG



2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach CRA."

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

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

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

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

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

CONFLICT OF INTEREST:

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship on the Conflict of Interest Notification Requirement



Questionnaire provided in the [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.

EVALUATION PROCESS AND CRITERIA:

Evaluation Process

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

The Evaluation Committee will utilize the criteria below to rate the Firm's proposal.

Criteria

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

NUMBER	Evaluation Criteria	MAXIMUM Potential Points
1.	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If Firm does not provide and meet all the required MQRs information, Firm's proposal will not be reviewed/evaluated, and Firm's submission will be determined non-responsive and disqualified.	Ensure Firm provides all the MQRs within Firm's submittal. Firm must meet all MQRs in order to be reviewed and evaluated.
2.	Firms Qualification and Experience	45
3.	Firms Immediate Availability	45
4.	City of Hallandale Beach Local Vendor Preference	2.5-10
	TOTAL POINTS	100

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES:

Firms are to submit responses on a Universal Serial Bus (USB) drive only. **Provide one (1) USB drives with your Firm's submittal.**



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

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

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

PROPOSAL FORMAT:

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

Proposing Firm response must provide all information requested below for items # 1 through # 6.

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

While additional data may be presented, the information requested in items #1 through #6, must be included for the proposing Firm. Items #1 through #6 represent criteria after which the proposals will be evaluated.

1. Title Page:

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

2. Minimum Qualification Requirements (MQRs):

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

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

3. Required Forms:

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

- a. Form A: [MQR # 1](#)
- b. FORM B: [MQR # 2](#)



- c. FORM C: [Proposal Submitted by Form](#)
- d. Form D: [Variance Form](#)
- e. Form E: [Legal Proceedings Form](#)
- f. Form F: [Public Entity Crime Form](#)
- g. Form G: [Domestic Partnership Certification form](#)
- h. Form H: [Conflict of Interest Notification Requirement Questionnaire](#)
- i. Form I: [Drug Free Workplace Form](#)
- j. Form J: [Anti-Kickback Affidavit](#)
- k. Form K: [Confidentiality Form](#)
- l. Form L: [Request to Withdraw Proposal Form](#)
- m. Form M: [Reference Form – \(two \(2\) completed and signed by references\)](#)
- n. Form N: [Unable to submit response](#)
- o. [Addenda, if any.](#)

4. Firm Qualifications and Experience:

Firm to provide detailed information of firm's experience.

5. Firm's Immediate Availability:

Firm to discuss how firm will be immediately available when contacted by CRA to perform service.

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

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

SUBMITTAL DUE DATE AND INFORMATION:

RESPONSES ARE DUE: MAY 10, 2021 NO LATER THAN 11:30 AM.

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

Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall may open to the public every day. For drop off of responses to this RFP the City Clerk's Office will be open Mondays and Wednesdays 8 am to 3 pm only.

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

**SEALED ENVELOPES MUST BE SEALED AND LABELED AS FOLLOWS:**

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
PLACE THE NAME OF YOUR FIRM HERE
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2020-2021-CRA004
PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS

LATE PROPOSALS WILL NOT BE ACCEPTED

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

Non-Mandatory Pre-Proposal Conference is being held **APRIL 29, 2021 12:30 PM.**

Firm can attend in person and/or virtually.

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

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

Your firm can register in advance for the virtual meeting:

https://us02web.zoom.us/webinar/register/WN_aPPdP9VfQUCY_SERFd8ygg

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

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

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

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

Any questions are to be submitted via email to Gcuevas@cohb.org no later than **April 30, 2021** **no later than 11:00 a.m.**

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

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

SPECIAL ACCOMODATIONS:

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

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



REQUEST FOR PROPOSALS (RFP) TENTATIVE SCHEDULE

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

RFP DOCUMENT RELEASED	APRIL 26, 2021
<p><u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u> No questions will be answered during this meeting. Please read process for submissions of questions as stated below.</p> <p>City Hall Commission Chambers and through “Virtual” meeting utilizing communications media technology (“CMT”).</p> <p><u>Your firm can register in advance for the virtual meeting:</u> https://us02web.zoom.us/webinar/register/WN_aPPdP9VfQUCY_SERFd8ygg After registering, you will receive a confirmation email containing information about joining the meeting.</p> <p>No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email provided.</p> <p>If you are not attending the virtual meeting, the meeting will also be held at City of Hallandale Beach, City Hall, Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.</p>	<p>APRIL 29, 2021 12:30 PM CITY OF HALLANDALE BEACH CITY HALL COMMISSION CHAMBERS 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</p>
<p><u>QUESTIONS DUE BY NO LATER THAN</u> All questions must be sent via email to gcuevas@cohb.org. All questions will be answered via addendum posted to the City’s website: www.cohb.org/solicitations and Demanstar: www.demandstar.com</p>	<p>ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN APRIL 30, 2021 BY NO LATER THAN 11:00 AM</p>
<p><u>DEADLINE FOR RECEIPT OF PROPOSALS</u> <i>Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is not open every day. For drop off of responses to this RFP the City Clerk’s Office will be open Mondays and Wednesdays 8 am to 3 pm only. See location below. Access to the building will require time for temperature taking, answering questions and will require face covering. All must plan for obtaining access to the City Clerk’s Office without being late. No late responses will be accepted.</i></p>	<p><u>MAY 10, 2021</u> <u>BY NO LATER THAN 11:30 AM</u></p>
<p>RESPONSES MUST BE SUBMITTED TO Proposals mailed and dropped off to any other Department not received by the City Clerk’s Office is deemed not received.</p>	<p>CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – 2ND FLOOR SUITE 204 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</p>
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	TO BE DETERMINED
CONTRACT AWARD BY CRA BOARD	TO BE DETERMINED



PROJECT START DATE – ESTIMATED

TO BE DETERMINED

FORMS

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

Minimum Qualification Requirements (MQRs) Form A through Form B, for MQR #1 through MQR # 2 must be met and provided by the proposing firm in order to be determined responsive.

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

**FORM C: THIS PROPOSAL SUBMITTED BY:**

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

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

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



FORM D: VARIANCE FORM

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

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

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

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



FORM E: LEGAL PROCEEDINGS FORM

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

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

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

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

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

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

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

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

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

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

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

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

of _____
Name of Firm as it appears on Sunbiz

I 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 of Authorized Officer per SunBiz



FORM F: 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 G: 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.

PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS



- 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



PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS

FORM H: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

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

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

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

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

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

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/Firm

Date



FORM I: 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

FIRM'S SIGNATURE



PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS

FORM J: ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

) SS:

COUNTY OF _____)

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

By: _____
Signature of Authorized Officer per Sunbiz

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

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

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____



FORM K: CONFIDENTIALITY FORM

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

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

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

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

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

Signature

Title



PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS

FORM L: REQUEST TO WITHDRAW PROPOSAL FORM

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

This form must be provided back via email to 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 proposal for **RFP # FY 2020-2021-CRA004 PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS**

Signature Title

Date: _____

Time: _____



PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS

FORM M: REFERENCE FORM MQR #2:

Please note: The references provided below must be the same as the projects/contracts provided for response to MQR # 2.

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

Do not provide more than two (2) references.

REFERENCE CHECK FORM	
Please note that the information for the Projects/Contracts provided through references must be the same as the Projects/Contracts provided for MQR #2.	
RFP # FY 2020-2021-CRA004 PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS	
PROPOSING FIRM'S NAME(S):	
PROJECT NAME:	
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:	
PROVIDE SPECIFIC SERVICES THAT WERE AWARDED THROUGH THE CONTRACT. PLEASE BE SPECIFIC:	

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



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

#1. Rate the firm’s success in providing Painting Services. Circle here if N/A

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

#2. Rate the firm’s success in providing Minor Fascia Board Repairs. Circle here if N/A

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

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

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

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

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

#5. Rate the Firm’s success at minimizing any issues, quality of work, reporting capabilities and customer service with entities’ staff.

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

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

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



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

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

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

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

#9. Rate the firm's success at completing your project according to specifications and contract requirements.

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

#10. How would you rate the firms overall based on your experience with the project.

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

#11. Rate the firm's success at minimizing any issues.

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

#12. Rate the firm's willingness/success to work to solve project related issues that might fall outside of the scope of work/project outlined.

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



#13. What was the project term of the awarded Contract?

--

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

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

ADDITIONAL COMMENTS:

SIGNATURE: _____ **Date:** _____



FORM N: UNABLE TO SUBMIT RESPONSE FORM

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

_____ **HAVE RECEIVED THE RFP**

(COMPANY NAME)

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

COMPLETE INFORMATION BELOW:

SIGNATURE:
TITLE:
STREET ADDRESS: (OR)
CITY:
STATE: ZIP CODE:
TELEPHONE/AREA CODE: ()
EMAIL ADDRESS:
RETURN THIS UNABLE TO SUBMIT FORM ONLY TO EMAIL ABOVE:
CITY OF HALLANDALE BEACH
PROCUREMENT DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2020-2021-CRA004
PRE-QUALIFICATION OF FIRMS FOR PAINTING & MINOR FASCIA BOARD REPAIRS



GENERAL TERMS AND CONDITIONS:

I. SUBMISSION AND RECEIPT OF PROPOSALS

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

II. GENERAL TERMS AND CONDITIONS

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

1. CONE OF SILENCE:

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



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



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

2. **SPECIAL ACCOMODATIONS**

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



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

3. CONFIDENTIAL MATERIAL

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

4. DOMESTIC PARTNER BENEFITS REQUIREMENT:

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

Equal Benefits Requirements

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

Contracts

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

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



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

Exception and waiver

The provision of this section shall not apply where:

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

5. LOBBYIST REGISTRATION:

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

**6. SCRUTINIZED COMPANIES:**

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

7. PROPOSAL ACCEPTANCE PERIOD:

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

8. PUBLIC RECORDS:

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

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

9. ADDENDA AND MODIFICATIONS:

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



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

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

10. PERFORMANCE:

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

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

11. DELIVERY:

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

12. DEFAULT PROVISION:

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

13. COPYRIGHTS AND/OR PATENT RIGHTS:

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing of selling the goods, shipped or ordered, as a result of this



proposal and the Proposer agrees to hold the CITY/CITY harmless from any and all liability, loss, or expense occasioned by any such violation.

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

14. TAXES:

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

15. FAILURE TO SUBMIT PROPOSAL:

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

16. SIGNED PROPOSAL CONSIDERED AN OFFER:

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

17. LIABILITY, INSURANCE, LICENSES AND PERMITS:

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

18. RESERVATION FOR REJECTION AND AWARD:

The CITY/CITY reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The



CITY/CITY also reserves the right to award the contract on such material the CITY/CITY deems will best serve its interests.

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

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

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

19. OMISSION OF INFORMATION:

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

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

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

**21. PROPOSER'S COSTS:**

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

22. UNAUTHORIZED ALIENS

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

23. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

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

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

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

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



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

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

24. PROTEST PROCEDURES:

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

(1) Time for Protest

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

(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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

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

(5) Authority to resolve protests

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



(6) Special Magistrate

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

25. QUALIFICATIONS OF PROPOSER:

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

26. CONFLICT OF INTEREST

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

27. SAMPLE FORM CONTRACT: N/A

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

**28. AWARD OF CONTRACT:**

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

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

29. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:

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

30. FALSE CLAIMS ORDINANCE NO. 2018-22:

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

31. SUSTAINABLE PRACTICE ADMINISTRATIVE POLICY:

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



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

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

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

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

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



CITY OF HALLANDALE BEACH LOCAL VENDOR PREFERENCE (COHBLVP)

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

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

The COHBLVP is not a requirement of the RFP.

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

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

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

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

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

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

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

**Tier 1 LVP:**

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

Documentation to provide to receive LVP Tier 1:**Business Tax License (BTL) from Hallandale Beach:**

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

Homestead in Hallandale Beach:

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

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

Tier 2 LVP:

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

Documentation to provide to receive LVP Tier 2:**Business Tax License (BTL) from Hallandale Beach:**

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

**Tier 3 LVP:**

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

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

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

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

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

Process to apply the Local Vendor Preference to Competitive Proposal.

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

Evaluation Points – Local Vendor Preference**The points shall be awarded as follows:**

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



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

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

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

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

Exemptions to Tier 1, Tier 2 and Tier 3.

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

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



PURCHASE ORDER TERMS AND CONDITIONS

All awarded firms must abide to the following Purchase Order Terms and Conditions:

Acceptance. Vendor's acceptance of this order will be presumed unless Vendor acknowledges exception, in writing, to the City within ten (10) calendar days after the date of order.

Assignment. Any assignment of the purchase order, performance of work hereunder, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by the City in writing through a purchase order and City shall have no obligations to any assignee of Vendor under any assignment not consented to in writing by the City.

Anti-Discrimination. Vendors doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.

Compliance.

- a. The Vendor shall observe and comply with all Federal, State, Local and Municipal Laws, Ordinance Rules and Regulations that apply to this purchase order.
- b. Vendor shall provide access to pertinent records relative to a purchase order for a period of three (3) years after the last receipt of payment is made under this purchase order, whichever occurs last.

Boycott. Procurement Code Chapter 23-6(l) prohibits the City from procuring goods and services from, or otherwise contracting with a business which engages in the boycott of a person or entity based on race, color, religion, gender, national origin, or any other legally protected class. By virtue of receipt of the Purchase Order, Firm agrees it is and shall remain in full compliance with Section 23-6 (l) of the City of Hallandale Beach City Code

Default. In the event of default by the Vendor, the City may procure the article or services covered by the purchase order from other sources and hold the Vendor responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

Deliveries. For hours of deliveries please contact the requesting Department to ensure business hours for such Department. Vendor shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Vendor of any add-on re-delivery, storage, or handling charges.

Excusable Delays. The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the City and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order.

F.O.B. In those cases where prices stated are not F.O.B. destination, Vendor is required to prepay charges and list such on the invoice.

Indemnification. To the extent authorized by any law, Vendor shall indemnify, save and hold harmless the City, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees in performance of and pursuant to the terms of the purchase order.

Inspection. All commodities delivered on the purchase order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Vendor and will be returned at the Vendor's expense.



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Insurance. If the Vendor is required to go on City property to perform work or services, the Vendor shall assume full responsibility and incur expense to obtain all necessary insurance as required by the City. The Vendor must have secured, maintained and provide the required amount of \$1,000,000 General Liability and \$500,000 Automobile Liability limits and must list the City as an additional insured. The Vendor must have Worker's Compensation coverage as required by law. An exception to the above stated limits or other requirements must be endorsed and approved by the City's Risk Manager.

Invoicing. Vendor must render an original invoice in duplicate to the Finance Department. This information is stated on the front of the purchase order. Any invoice not issued and provided to the City within 60 days from receipt of the Purchase Order will not be paid.

Legal Responsibility. By accepting this purchase order, Vendor understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances and regulations. Lack of knowledge by the Vendor shall in no way be a cause of relief from responsibility.

Liability-copyright/patent/trademark. Vendor shall save and hold harmless City of Hallandale Beach, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the City or used in the performance of this purchase order.

Litigation Venue. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, in the 17th Judicial Circuit, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Modifications/Changes to purchase order. No modifications and/or changes shall be binding upon the City unless approved in writing by the City through a revised purchase order. Quantities specified in the purchase order cannot be changed without written approval by the City which will be provided through a new modified/revised purchase order.

Occupation Safety and Health. Vendor compliance required under Chapter 553.62, Florida Statutes, or otherwise by law, that any toxic substance delivered as a part of the purchase order must be accompanied by a Material Safety Data Sheet (MSDS).

Payment Changes. Payments will only be made to the Vendor at the address as set forth on the purchase order unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.

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.

Publicity. No endorsement by the City of the product and/or service will be used by Vendor in any way, manner or form in product literature or advertising.

Purchase Order Number. The purchase order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning the purchase order.

Quantities. Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.



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Responsibility. Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized City of Hallandale Beach order.

Representatives. All parties to the purchase order agree that the representatives named therein are, possess full and complete authority to bind said parties.

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](#).

Tax. The City is tax exempt from Federal and State taxes for tangible personal property. Vendor doing business with the City may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor be authorized to use the City's Tax Exemption Number in acquiring such materials.

Termination. City reserves the right to terminate the purchase order in whole or in part for default if Vendor fails to perform in accordance with any of the requirements of the purchase order or if Vendor becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Vendor under any State or Federal Law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by City. Vendor will be liable for excess cost of re-procurement.

The Purchase Order 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. The Purchase Order 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.

Terms. By accepting the purchase order, the Vendor agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with City's policies and procedures.

Unacceptable Terms. No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring City of Hallandale Beach to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

Uniform Commercial Code. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the City and the Vendor for any terms and conditions not specifically stated in the purchase order.



**PRE-QUALIFICATION OF FIRMS FOR PAINTING &
MINOR FASCIA BOARD REPAIRS**

Warranty. Vendor acknowledges that the materials being ordered are for incorporation for a City project. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions, the terms of which are incorporated herein, whichever warranty provides the City with the greatest protection.

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 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).