



**REQUEST FOR PROPOSALS
(RFP) # FY 2020-2021-002
BANK LOAN**

<u>RFP DOCUMENT RELEASED</u>	<u>MARCH 22, 2021</u>
<u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u> 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 vendor is attending meeting in person a sign in sheet will be available at City Hall Commission Chambers. <u>No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email provided below.</u> Your firm can register in advance for the virtual meeting by clicking here: https://us02web.zoom.us/webinar/register/WN_k2844m-lTw6ej9D0sppbeA Passcode: 124214 Webinar ID: 848 2772 5799 <u>After registering, you will receive a confirmation email containing information about joining the meeting.</u>	<u>APRIL 1, 2021 @ 11:00 A.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>
<u>LAST DAY FOR QUESTIONS</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 Demandstar: www.demandstar.com	<u>April 8, 2021</u> <u>BY NO LATER THAN 11:00 A.M.</u>
<u>DEADLINE FOR RECEIPT OF RESPONSES</u> Due to COVID19 and current emergency orders and declarations Hallandale Beach City Hall is <u>not</u> open to the public every day. For drop off of proposals the City Clerk’s Office will be open Mondays and Wednesdays 8 am to 3 pm only. 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. Sealed envelope must clearly provide your firm’s company name, address, phone # and contact information and must be labeled with the RFP # and Name. Responses must be received by the City Clerk’s Office.	<u>April 28, 2021</u> <u>BY NO LATER THAN 11:00 A.M.</u> <u>CITY OF HALLANDALE BEACH</u> <u>OFFICE OF THE CITY CLERK –</u> <u>SUITE 204</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u> <u>NO LATE PROPOSALS WILL BE ACCEPTED.</u> <u>LATE RESPONSES WILL NOT BE</u> <u>ACCEPTED</u>

THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM

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PURPOSE AND SCOPE OF WORK:

The City of Hallandale Beach, Florida (the “City”), is seeking proposals from qualified financial institutions to provide the City with a not-to-exceed fixed rate, tax-exempt term loan to be evidenced by the Series 2021 Note at the lowest overall borrowing cost, pursuant to certain conditions as determined by the City in an amount not to exceed \$35,000,000. This transaction will be a private placement and the City does not anticipate preparing any continuing disclosure documents. This transaction is estimated to close **May 6, 2021**.

The City will be utilizing PFM Financial Advisors LLC, as the City’s Financial Advisor, and the firm will be reviewing the proposals and providing the Finance Director a recommendation for award of a contract. Final award of the Contract shall be made by the City Commission.

The following Firm is excluded from providing a response to this RFP due to their involvement in the creation of the scope of work: PFM Financial Advisors LLC.

The City Attorney and the City’s Bond Counsel, Bryant Miller Olive P.A. (“Bond Counsel”) shall represent the City in the loan transaction. The selected bank will be furnished, without charge to the bank, the opinion of the Bond Counsel, as required by the bank, including the enforceability of the loan together with the closing certificates and documents related to the transaction.

The proposed Series 2021 Note will be used to: (1) finance a portion of the costs of various utility improvements and upgrades throughout the City (see Exhibit A - UTILITY AND STORMWATER PROJECT LIST), and (2) pay the costs of issuance. Due to the nature of the underlying projects, the City is seeking responses for a tax-exempt facility.

The Loan will be a limited obligation of the City, payable solely from, and secured solely by, the pledged revenues. The pledged revenues are defined as the net revenues of the City’s water and sewer system, the gross revenues of the City’s stormwater system, and legally available utility impact fees. The City has two other parity issuances outstanding - its Refunding Revenue Note, Series 2014, currently outstanding in the amount of \$2,310,000, and expiring February 1, 2025, as well as its Promissory Note, Series 2012, currently outstanding in the amount of \$330,000 and expiring November 1, 2021.

The City owns and operates water, wastewater, and stormwater utility systems servicing over 6,500 residential, multi-family and commercial accounts in Hallandale Beach. The Water Distribution Services section maintains and operates a water treatment plant and distribution system comprised of 81 miles of various-sized water mains, service lines, valves, water meters, and fire hydrants. The Wastewater Services section installs, maintains, and repairs the sewer collection system comprised of 16 pump stations and 72 miles of gravity sewer lines and force mains that transmits the City’s



wastewater to the Regional Wastewater Facility in City of Hollywood. The Stormwater Services section cleans, installs, and maintains the City’s storm water drainage system which is comprised of over 3,000 drains and 41 miles of sewer lines alleviating flooding throughout the City.

The City Commission establishes water, wastewater, and stormwater utility rates to provide for the recovery of the total costs anticipated for each respective system. The City periodically reviews utility rates to ensure it maintains its financial position and complies with rate covenant requirements associated with existing and future debt borrowings.

STRUCTURE OF FINANCING:

1. The following describes the City’s requirements in issuing the Series 2021 Note:
 - A. **Amount:** Principal amount not to exceed \$35,000,000. Respondents are not allowed to submit responses that would commit to purchase less than the full amount of the Series 2021 Note.
 - B. **Final Maturity:** No later than February 1, 2036.
 - C. **Fixed, tax-exempt rate on a non-bank qualified basis.** The rate quoted may not exceed the maximum rate permitted under Florida Statute 215.84 applicable at the time of sale. Please provide the following term: a fixed rate for a 15- year term with a final maturity of 2/1/2036.

D. Preliminary Amortization Schedule (Subject to change):

Series 2021 Amortization			
Average Life: 8.2 Years			
Payment Date	Principal	Payment Date	Principal
2/1/2022	\$1,600,000	2/1/2030	\$2,400,000
2/1/2023	2,160,000	2/1/2031	2,435,000
2/1/2024	2,195,000	2/1/2032	2,470,000
2/1/2025	2,225,000	2/1/2033	2,510,000
2/1/2026	2,260,000	2/1/2034	2,545,000
2/1/2027	2,295,000	2/1/2035	2,585,000
2/1/2028	2,330,000	2/1/2036	2,625,000
2/1/2029	2,365,000	Total	\$35,000,000

- E. **Repayment Provisions:** Interest payments on the outstanding principal balance of the term loan will be calculated on a 30/360-day basis and will be paid semiannually on February 1 and August 1 of each year, beginning August 1, 2021. The principal amount of the Series 2021 Note will be payable annually on February 1 of each year, beginning February 1, 2022, through the final maturity.
- F. **Prepayment Options:** Please specify any prepayment parameters. Please note that the City would prefer a proposal that does not entail a prepayment penalty.
- G. **Rate Covenant:** The City shall covenant to fix, establish and maintain such rates, fees and charges and collect such fees, rates or other charges for the product, services and facilities of the City's water, sewer and stormwater utility system(s), net revenues of the City's water, sewer and stormwater utility system(s) adequate at all times to pay in each Fiscal Year at least **115%** of the annual debt service on all outstanding senior debt including the contemplated issuance and parity debt.
- H. **Additional Senior Debt:** Additional senior debt may not be issued unless the City Manager or a rate consultant certifies to the City that the amount of the net revenues of the City's water, sewer and stormwater utility system(s) during the immediately preceding Fiscal Year or any 12 consecutive months selected by the City of the 24 months immediately preceding the issuance of said additional senior debt will be equal to at least **125%** of the maximum annual debt service of the outstanding senior debt and the additional senior debt then proposed to be issued. The net revenues calculated pursuant to the foregoing may be adjusted upon the written advice of the rate consultant, at the option of the City, to take into account any rate increases enacted by the City prior to the issuance of the additional senior debt and any additional net revenues to be received as a result of the acquisition or construction of a project financed with additional senior debt.
- I. At the closing of the Series 2021 Note, the offeror will be required to execute and deliver to the City an accredited investor letter in form and substance reasonably satisfactory to the City and City Counsel. Among the certifications to be included in the accredited investor letter are the following:
 - 1. The offeror is not acting as a broker or other intermediary, and is purchasing the Series 2021 Note

- as an investment for its own account and not with a present view to resale or other distribution to the public;
2. Offeror understands that the Series 2021 Note may not be transferred in a denomination less than \$100,000 under any circumstances;
 3. Offeror is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes;
 4. Offeror is not purchasing the Series 2021 Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes; and
 5. Offeror is an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH:

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

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 the award of the loan transaction.

"City" means the City of Hallandale Beach, Florida or City Commission, a public body corporate and political.

"City Commission" means the City Board of Directors consisting of the Mayor and City Commissioners serving in the capacity of City Directors.

"City's Contract Administrator" means the City's representative duly authorized by the City Executive Director, to provide direction to the bank regarding the loan transaction provided pursuant to this RFP and the Contract.

"Contract" and "Contract Documents" means the loan documents to be entered between the City and the Successful Proposer/Contractor.

"Contractor" the qualified financial institution whom the award is made and who executes the Contract Documents.

"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:

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

CONTRACT TERMS:

The Contract term shall commence after negotiations of the Contract Documents and execution by both parties and final closing date.

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

CONFLICT OF INTEREST:

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

EVALUATION PROCESS AND CRITERIA:

Evaluation Process

The City will be utilizing PFM Financial Advisors LLC as its Financial Advisor, and the firm will be reviewing the proposals and providing the City Manager a recommendation for award of a contract.

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.

Criteria

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible, responsive Proposer(s) whose proposal(s) is highest rated by the Financial Advisor.

In order to assist the City in reviewing proposals, each proposal shall be prepared utilizing the following format and headings:

1. Company Information - State the legal name of the financial institution or firm, current principal business address, contact person, telephone, and email.

2. Interest Rate - The City desires a rate that is locked through the anticipated Closing Date. If the respondent is not able hold the interest rate through the Closing Date, please specify the formula used to calculate the interest rate. State the fixed rate(s) being proposed based on repayment provisions and prepayment options. In addition, all interest rate adjustment provisions, including determination of taxability and change in corporate tax rate must be specifically outlined in the proposal if required by the proposer. The City will not accept proposal that requires interest rate adjustments based on other changes in law, rule or regulation.

3. Fees and Expenses - Provide a single TOTAL cost for all fees and expenses and describe in detail all fees and expenses which the City will be responsible to pay, including legal fees of the proposer. The amounts stated in the proposal shall represent the maximum amounts payable to the proposer by the City. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the proposer and will not be paid or reimbursed by the City. The City's Bond Counsel will deliver opinions required for the Series 2021 Note.

4. Prepayment Options – Outline any prepayment provisions based on the related structure.

5. Conditions - Provide a listing of all conditions, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Loan. The City will not accept proposals that require acceleration as a remedy upon an event of default.

6. References – Provide three (3) most recent similar Florida financing agreements. Provide the contact name and phone number for the references.

7. Required Forms:

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

- a. Form A: [Proposal Submitted by Form](#)
- b. Form B: [Variance Form](#)
- c. Form C: [Legal Proceedings Form](#)
- d. Form D: [Public Entity Crime Form](#)
- e. Form E: [Domestic Partnership Certification Form](#)

- f. Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- g. Form G: [Drug-Free Workplace Form](#)
- h. Form H: [Anti-Kickback Affidavit](#)
- i. Form I: [Confidentiality Form](#)
- j. Form J: [Request to Withdraw Proposal Form](#)
- k. Form K: [Unable To Submit Response Form](#)
- l. [Addenda, if any.](#)

SUBMITTAL DUE DATE

RESPONSES ARE DUE: APRIL 28, 2021 NO LATER THAN 11:00 A.M.

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES TO THE RFP:

1. Firms **must** submit responses on a Universal Serial Bus (USB) drive only. **Provide one (1) USB drive with your Firm's submittal.**
2. **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.
3. **Firms must make sure that the pdf files provided are searchable prior to submission.** Do not place passwords on the USB drive.
4. RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW TO THE OFFICE OF THE CITY CLERK. SEALED ENVELOPES MUST BE LABELED AS FOLLOWS:

CITY OF HALLANDALE BEACH
OFFICE OF THE CITY CLERK
INSERT NAME OF PROPOSER
400 SOUTH FEDERAL HIGHWAY – 2ND FLOOR – SUITE 204
HALLANDALE BEACH, FL 33009
TITLED: RFP # FY 2020-2021-002
BANK LOAN

LATE PROPOSALS AFTER 11:00 AM WILL NOT BE ACCEPTED

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

Non-Mandatory Pre-Proposal Conference is being held **APRIL 1, 2021 11:00 AM.**

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

The conference will be held at the City Hall Commission Chambers (in person) and/or through “Virtual” meeting utilizing communications media technology (“CMT”).

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.

All documents for this RFP are found on the City’s website at www.cohb.org/solicitations

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.

LAST DAY FOR QUESTIONS AND CONTACT INFORMATION:

Any questions are to be submitted via email to the Senior Procurement Specialist, at gcuevas@cohb.org no later than **April 8, 2021** at 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 procedures 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.

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

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE:

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

RFP DOCUMENT RELEASED	March 22, 2021
<p>NON-MANDATORY PRE-PROPOSAL CONFERENCE</p> <p>The conference will be held at the City Hall Commission Chambers (in person) and/or through “Virtual” meeting utilizing communications media technology (“CMT”). If firm is attending meeting in person a sign in sheet will be available at City Hall Commission Chambers.</p> <p><u>No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email provided below.</u></p> <p>Your firm can register in advance for the virtual meeting here: https://us02web.zoom.us/webinar/register/WN_k2844m-Tw6ej9D0sppbeA Passcode: 124214 Webinar ID: 848 2772 5799 <u>After registering, you will receive a confirmation email containing information about joining the meeting.</u></p>	<p>APRIL 1, 2021 11:00 AM City Hall Commission Chambers (in person) and/or through “Virtual” meeting utilizing communications media technology (“CMT”).</p> <p>If proposing firm is attending meeting in person a sign in sheet will be available at City Hall Commission Chambers.</p>
QUESTIONS	<p>ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN APRIL 8, 2021 BY NO LATER THAN 11:00 AM</p>
<p>DEADLINE FOR RECEIPT OF PROPOSALS LATE RESPONSES WILL NOT BE ACCEPTED.</p>	<p><u>APRIL 28, 2021</u> <u>BY NO LATER THAN 11:00 AM</u> CITY OF HALLANDALE BEACH OFFICE OF THE CITY CLERK – 2ND FLOOR SUITE 204 400 S. FEDERAL HIGHWAY HALLANDALE BEACH, FL 33009</p>
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED

FORMS

Proposing Firm must complete and include all forms within the proposal submitted in the USB drive.

- a. [Proposal Submitted by Form](#)
- b. [Variance Form](#)
- c. [Legal Proceedings Form](#)
- d. [Public Entity Crime Form](#)
- e. [Domestic Partnership Certification Form](#)
- f. [Conflict of Interest Notification Requirement Questionnaire](#)
- g. [Drug-Free Workplace Form](#)
- h. [Anti-Kickback Affidavit](#)
- i. [Confidentiality Form](#)
- j. [Request to Withdraw Proposal Form](#)
- k. [Unable to Submit Response Form](#)
- l. [Addenda, if any.](#)

FORM A: THIS PROPOSAL SUBMITTED BY:

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

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

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

FORM B: VARIANCE FORM

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

After award of Contract via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Counsel and the City's Risk Manager on the Closing Date. If the Variances presented by Firm are acceptable to the City the Agreement provided with this RFP will be routed to the awarded Firm for execution by the authorized officer per Sunbiz.

Variances requested to either the RFP and the Terms and Conditions may result in the City rescinding award of Contract.

If Firm has no Variances, Firm must state "None" below (provide additional pages if necessary). This form must be provided back in Firm's response.



FORM D: PUBLIC ENTITY CRIME FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2021

FORM E: Domestic Partnership Certification Form

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

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

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

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

Check only one box below:

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



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

I, _____,
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

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

Signature Print Name

STATE OF _____

COUNTY OF _____

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

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public



FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

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

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

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

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

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

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/Firm

Date



FORM G: DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:
(Name of Business)

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

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

DATE

FIRM'S SIGNATURE



FORM H: ANTI-KICKBACK AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

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

By: _____
Signature of Authorized Officer per Sunbiz

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

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

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____



FORM I: CONFIDENTIALITY FORM

Sealed bids/proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Chapter 119, Florida Statutes. The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to RFP, RFP # 2020-2021-002 BANK LOAN - Confidential Material".

If the Bidder has Public Records exemptions for this bid, bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Bidder must indicate the particular Legal authority that allows for the exemption, per Florida Statute 119.

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.

If N/A please circle: N/A

I, _____,

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

of _____

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

Signature

Title



FORM J: 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 2020-2021-002 BANK LOAN.**

Signature

Title

Date: _____

Time: _____



FORM K: 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 BID AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	
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 2020-2021-002 BANK LOAN	

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. Proposals shall be signed; all forms shall be typewritten or printed with pen.

II. GENERAL TERMS AND CONDITIONS

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

1. CONE OF SILENCE:

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (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 City Manager and his/her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent,

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

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

2. **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.

3. **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.

4. DOMESTIC PARTNER BENEFITS REQUIREMENT:

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

Equal Benefits Requirements

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

Contracts

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

- (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 to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

Exception and waiver

The provision of this section shall not apply where:

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

5. LOBBYIST REGISTRATION:

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

6. SCRUTINIZED COMPANIES:

The City, entering into a contract for goods or services or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the Firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as

may be amended or revised.

7. PROPOSAL ACCEPTANCE PERIOD:

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

8. PUBLIC RECORDS:

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

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

9. ADDENDA AND MODIFICATIONS:

All addenda and other modifications to the documents or this 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 shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

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

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

each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

10. PERFORMANCE:

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

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

12. DEFAULT PROVISION:

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

13. COPYRIGHTS AND/OR PATENT RIGHTS:

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

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

14. TAXES:

The City is exempt from any taxes imposed by the State of Florida and/or Federal

Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasury Department. Exemption Certificates provided on request.

15. FAILURE TO SUBMIT 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 mailing list, otherwise, your Firm's name will be removed from the City's bid mailing list.

16. SIGNED PROPOSAL CONSIDERED AN OFFER:

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

17. LIABILITY, INSURANCE, LICENSES AND PERMITS:

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

18. RESERVATION FOR REJECTION AND AWARD:

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

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

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 reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

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

19. OMISSION OF INFORMATION:

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

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

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

21. PROPOSER'S COSTS:

The City shall not be liable for any costs incurred by proposers in response to the 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 the Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

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

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

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

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

24. PROTEST PROCEDURES:

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

(1) Time for Protest

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

(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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

(4) Costs

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

(5) Authority to resolve protests

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

(6) Special Magistrate

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

25. QUALIFICATIONS OF PROPOSER:

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. In determining a Proposer's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The City has the right to conduct further investigation of the Firm's responsibility. The unreasonable failure of Proposer or Firm to promptly supply information in connection with an inquiry with respect to

responsibility may be grounds for determination of non-responsibility with respect to such Proposer or Firm.

26. TAX SAVINGS DIRECT PURCHASES (TSDP) N/A

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

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

27. CONFLICT OF INTEREST

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

28. SAMPLE FORM CONTRACT 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.

29. AWARD OF CONTRACT:

The City exercises the right reserved herein to reject any or all solicitations (Bids/RFPs). The Contract shall be awarded by the City to the responsive, responsible proposer 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.

30. POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY N/A:

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

31. FALSE CLAIMS ORDINANCE NO. 2018-22:

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