



**REQUEST FOR PROPOSALS**  
**RFP # FY 2021-2022-004**  
**FEDERAL LOBBYIST SERVICES**

<b><u>RFP DOCUMENT RELEASED</u></b>	<b><u>NOVEMBER 24, 2021</u></b>
<b><u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u></b> The conference will be held in person at the City Hall Commission Chambers. If firm 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>	<b><u>DECEMBER 6, 2021 @ 11:00 A.M.</u></b> <b><u>CITY OF HALLANDALE BEACH</u></b> <b><u>CITY HALL COMMISSION CHAMBERS</u></b> <b><u>400 SOUTH FEDERAL HIGHWAY</u></b> <b><u>HALLANDALE BEACH, FL 33009</u></b>
<b><u>REGISTRATION FOR PRE-PROPOSAL CONFERENCE: Firms <b>must</b> register for the pre-proposal conference.</u></b> The City is requesting mandatory registration in order to manage the # of attendees because of COVID19 guidelines. For registration, please email <a href="mailto:gcuevas@cohb.org">gcuevas@cohb.org</a> with subject line to read "Registration for Pre-proposal Conference – RFP # FY 2021-2022-004 FEDERAL LOBBYIST SERVICES" and provide company name; first name, last name, job title, phone number, and email of person attending meeting.	<b><u>DEADLINE TO REGISTER IS:</u></b> <b><u>DECEMBER 3, 2021 @ 11:00 A.M.</u></b>
<b><u>LAST DAY FOR QUESTIONS</u></b> All questions must be sent via email to <a href="mailto:gcuevas@cohb.org">gcuevas@cohb.org</a> . All questions will be answered via addendum posted to the City's website: <a href="http://www.cohb.org/solicitations">www.cohb.org/solicitations</a> and Demandstar: <a href="http://www.demandstar.com">www.demandstar.com</a>	<b><u>DECEMBER 10, 2021 BY NO LATER THAN 11:00 A.M.</u></b>
<b><u>DEADLINE FOR RECEIPT OF RESPONSES</u></b>  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. 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.	<b><u>JANUARY 4, 2022 NO LATER THAN 11:00 A.M.</u></b>  <b><u>CITY OF HALLANDALE BEACH</u></b> <b><u>OFFICE OF THE CITY CLERK –</u></b> <b><u>2<sup>ND</sup> FLOOR SUITE 204</u></b> <b><u>400 SOUTH FEDERAL HIGHWAY</u></b> <b><u>HALLANDALE BEACH, FL 33009</u></b>  <b><u>LATE PROPOSALS WILL NOT BE ACCEPTED</u></b>
<b><u>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</u></b>	



TABLE OF CONTENTS	PAGE NO.
<u>COVER PAGE</u>	1
<u>TABLE OF CONTENTS</u>	2
<u>SCOPE OF WORK</u>	3-7
<u>MINIMUM QUALIFICATION REQUIREMENTS</u>	7-12
<u>BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH</u>	13
<u>INSURANCE REQUIREMENTS</u>	14
<u>CONTRACT TERMS</u>	14
<u>CONTRACT COST</u>	14
<u>DEFINITIONS</u>	15-16
<u>CONFLICT OF INTEREST</u>	17
<u>COST PROPOSAL</u>	17
<u>INSTRUCTIONS FOR SUBMITTAL OF RESPONSES TO THE RFP:</u>	18
<u>PROPOSAL FORMAT</u>	19-24
<u>EVALUATION PROCESS AND CRITERIA</u>	25
<u>ORAL PRESENTATIONS</u>	26
<u>SUBMITTAL DUE DATE</u>	26
<u>NON-MANDATORY PRE-PROPOSAL CONFERENCE</u>	27
<u>LAST DAY FOR QUESTIONS</u>	27
<u>TENTATIVE SCHEDULE</u>	28
<u>FORMS</u>	29-45
<u>AGREEMENT</u>	46-64
<u>GENERAL TERMS AND CONDITIONS</u>	65-78



## **SCOPE OF WORK:**

### **PURPOSE:**

The City of Hallandale Beach invites all interested, qualified Firms to submit a proposal to provide professional consulting services for representing the City of Hallandale Beach in legislative matters at the federal level for Projects identified by the City Commission.

The City expects that interested individuals and Firms will make every effort to assemble a team with the requisite expertise and qualifications capable of providing the solicited services. The services include representing and advocating for the City's position on issues considered by Congress, Federal Administrative Agencies, and their committees.

The City reserves the right to select one or more Firm(s) based upon a Firm's expertise to award the contract for the service.

Respondents to the RFP are hereinafter referred to as Consultant.

### **SCOPE OF WORK:**

The City's Federal Lobbyist will work with the City Manager and/or designee to identify and represent legislative and funding priorities for the City. As directed by City Manager, and/or designee, the Federal Lobbyist will serve as a consistent and effective primary point of contact between the City and Federal officials and legislators.

The City requires Federal Lobbyist services with an emphasis on producing measurable results in achieving federal funding and/or legislative and executive action favorable to the City. The City seeks a well-informed lobbyist, capable of providing timely and frequent information to the City on these and other priorities and other issues and decisions at the federal level that may affect the City. The successful Consultant will have a strong background in issues of importance to the City and will be able to demonstrate unique relationships with members of Congress representing the City.

The Consultant shall agree to be available at all times upon reasonable request to meet with the City Commission, City staff, and others as specified in order to perform the responsibilities assigned. To attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of the Federal Government, at any legislative committee meeting or meetings with Congress, or Cabinet members, or federal agencies on matters under the scope of this Request for Proposal (RFP). It is expected that the successful Consultant will review and understand the Agendas of the House and Senate leaders in order to assist the City to strategically seek monetary funds and policy change.



Although legal opinions are not required as a part of the Consultant(s) responsibilities, the City will expect the Consultant to understand applicable laws and proposals under consideration by the administrative agencies or the Legislators or their committees, and the Consultant shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The Consultant is also expected to monitor proposals and activities in meetings regarding federal administrative and agency hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The Consultant would also be expected to report the outcome of such meetings. Consultant should be prepared to lobby committee members prior to and during these meetings, to accomplish the City's desired positions.

**SERVICES REQUIRED BUT NOT LIMITED TO:**

**Consultation**

1. Identify federal grant opportunities on an ongoing basis and provide designated City staff with agency meetings, letters of support or other recommendations to enhance the efforts in the competitive proposal process.
2. Upon identification of federal grant and earmark opportunities, consultant should be prepared to advocate for the City by speaking with federal agency representatives, and if need be provide help with writing the grant and/or the earmark request itself either in part or in its entirety.
3. Review on a continuing basis all existing and proposed federal policies, programs and legislation, identifying those issues that may affect the City or its citizens and regularly informing the City as to the above.
4. Review the legislative and federal agency policy statements adopted by the National League of Cities, the U.S. Conference of Mayors and other local government lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
5. Monitor and track City issues of interest Litigation, administrative hearings and proceedings, rule challenges, and representation of the City specifically in a regulatory context.
6. Assist the Mayor, City Commissioners and City staff in the coordination and development of the City's federal legislative programs.
7. Coordinate with designated City staff to develop the City's federal legislative program.

8. Upon request, coordinate, and attend, appointments and meetings between the Mayor, designated representatives of the City, or other City staff and appropriate federal officials and/or members of Congress.

### **Advocacy**

1. Attend Congressional sessions, committee hearings and meetings; attending agency hearings and meetings; providing high-level consultation for and assisting with the identification of federal grant opportunities; and providing appropriate status reports on all issues activities.
2. Participate in national organization lobbying efforts and campaigns when priority concerns of the City are at stake.
3. Maximize relationships with the Florida Congressional Delegation, federal agency departments, other key members of Congress, Committee Chairs and professional Committee staff.
4. Facilitate briefings and lobbying/advocacy strategies for the City's concerns with the Florida Congressional Delegation (vote counts, delegation letters in support of the City's grants and projects, and orchestrated congressional calls to executive agencies in support of grants).
5. Maximize the City's membership in Washington-based interest groups and associations, such as the National League of Cities, so the City priorities and positions are clearly understood, reinforced, and advanced within national organization agendas.
6. Develop and evaluate strategy for the support, defeat, or amendment of pending federal legislation or agency policy initiatives.
7. Appear and testify before legislative committees and federal agencies, as required, in order to promote and seek passage of legislation or agency policies affecting in accordance with the City's federal program(s).

### **COMMUNICATIONS AND REPORTING:**

#### **Congress is in Session**

1. The individual or Firm will be responsible for providing a calendar of issues and events at the beginning of every week to the City Manager or designee during the Congressional Session and the Committee meeting process. The individual or Firm will also be responsible for scheduling regular quarterly meetings at City Hall and/or conference calls



to update City staff on contacts and advocacy efforts and to develop appropriate strategies. It is anticipated that two or three visits to the City prior to the beginning of the Congressional Session will be necessary to assist the City to develop and describe a proposed list of priorities and legislative and funding strategies.

2. Directly notify the Mayor, City Manager, and other City staff as directed on information that may be impose critical deadlines and impact the City.
3. Request from the City and Consultant will be met in a reasonable amount of time to meet critical deadlines.
4. Provide conference calls, with the Mayor, elected officials, City Manager, department directors or another designated City employee, as scheduled.
5. Provide weekly written reports on the status of legislation and federal agency policy issues of concern to designated City staff. Such reports shall be in memo format and include personal briefings and information bulletins pertinent to any legislation, rules, regulations, and federal policies or programs that affect the City and its citizens, either directly or indirectly.
6. Provide a monthly memo style written report detailing action taken during the month, status of issues, and anticipated action during the upcoming month.
7. Provide a detailed final report on specific legislation or policies affecting the City. The report shall be provided within a reasonable time period, not to exceed 30 days, after the close of each Congressional session.

### **Congress is out of Session**

1. Provide bi-weekly oral and monthly memo-style written briefings on a schedule determined in consultation with City officials.
2. Provide with a minimum of four comprehensive briefing sessions annually. More frequent reports will be provided on demand, when necessary; and interim written reports providing an overview on congressional and federal actions taken and a decision memorandum on those issues requiring immediate action.
3. Provide regular legislative reports on all federal programs and legislation of most concern to the City, including specific impact analysis. These reports are intended especially to provide Hallandale Beach-specific information, well beyond that available to the City through general or national newsletter. These reports are intended to provide information the City can utilize for more rational short-term grant and program planning and development purposes.

4. Provide targeted information on federal policy and regulatory actions of the federal government, which may directly affect the City, including potential plans on the Administration and executive agencies for new grant competitions or programs.

### **LOGISTICAL SUPPORT**

Provide the City, the Mayor, City Manager, elected officials and designated staff with logistical support in Washington, D.C. or at national organization sessions involving critical federal-local issues. Such support will include: 1) coordinating and scheduling strategic appointments or negotiation sessions; and 2) providing in-town transportation to and from sessions, agency, legislative and lobbying meetings.

### **FEDERAL REGISTRATION**

In accordance with the Lobbyist Disclosure Act, the awarded Firm(s) must register as a lobbyist with the Secretary of the Senate and the Clerk of the House of Representatives within 45 days of award of contract.

**All proposals must be submitted in accordance with the RFP document which may be obtained online at [www.cohb.org/solicitations](http://www.cohb.org/solicitations)**

### **MINIMUM QUALIFICATION REQUIREMENTS (MQRs):**

1. This RFP contains Minimum Qualification Requirements (MQRs) which the Firm **must** meet in order for the Firm to be considered responsive.
2. **Please read the MQRs to ensure the Firm meets these requirements prior to submitting a response to this RFP.**
3. **All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
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. Firm(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. Firm awarded the Contract will be required to maintain Minimum Qualification Requirement #1 during the term of the Contract and any Contract extensions.



**FORM A: MINIMUM QUALIFICATION REQUIREMENT (MQR) # 1: YEARS IN BUSINESS- SUNBIZ:**

- a. Proposer must be incorporated through Sunbiz with a status of “Active”.
- b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2015** or earlier.

**FORM B: MINIMUM QUALIFICATION REQUIREMENT (MQR) # 2: FIRM PREVIOUS EXPERIENCE:**

- a. Please note that the information for the projects/contacts below must be the same as the projects/contracts provided within the [Reference Check Form](#).
- b. Proposing Firm must have held **five (5) contracts** of similar size and scope as to the requested services outlined in this RFP within the past five (5) years, 2015-2020. This information must be detailed and provided in the charts below. Make sure your response to the MQR # 2 addresses similar projects related to the scope of work as stated in this RFP that your Firm has done. The Evaluation Committee will be looking for the provision of detailed responses to the MQR # 2 addressing your Firm’s previous similar projects and experience to the scope of work as outlined in this RFP. **Proposers must provide the information for MQR #2 on the following chart(s):**

Name and Location of Contract # 1:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
<b>Provide detailed</b> information about the scope of work your Firm provided during this Project. Proposing Firm must have held <b>five (5) contracts</b> of similar size and scope as to the requested services outlined in this RFP within the past five (5) years, 2015 - 2020.	





Name and Location of Contract # 2:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
<b>Provide detailed</b> information about the scope of work your Firm provided during this Project. Proposing Firm must have held <u>five (5) contracts</u> of similar size and scope as to the requested services outlined in this RFP within the past five (5) years, 2015 - 2020.	



Name and Location of Contract # 3:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
<b>Provide detailed</b> information about the scope of work your Firm provided during this Project. Proposing Firm must have held <u>five (5) contracts</u> of similar size and scope as to the requested services outlined in this RFP within the past five (5) years, 2015 - 2020.	



Name and Location of Contract # 4:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
<b>Provide detailed</b> information about the scope of work your Firm provided during this Project. Proposing Firm must have held <u>five (5) contracts</u> of similar size and scope as to the requested services outlined in this RFP within the past five (5) years, 2015 - 2020.	



Name and Location of Contract # 5:	
Name of the Firm that was awarded the Contract:	
Date when Contract started:	
Date when Contract was completed:	
Name of entity for which services were provided to:	
Updated contact name, phone and email for Project Manager where services were provided to:	
<b>Provide detailed</b> information about the scope of work your Firm provided during this Project. Proposing Firm must have held <u>five (5) contracts</u> of similar size and scope as to the requested services outlined in this RFP within the past five (5) years, 2015 - 2020.	

## **BACKGROUND INFORMATION FOR THE CITY OF HALLANDALE BEACH:**

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

The City provides the following services to its residents:

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

The City of Hallandale Beach is a Commission-Manager form of government, consisting of five (5) elected officials: a Mayor, a Vice-Mayor and three (3) Commissioners who establish legislative policies; which are then carried out by the City Manager. The Commissioners and Mayor are elected at-large during municipal elections that are held the first Tuesday of November in even numbered years. Commission members select the Vice-Mayor from their own membership following each election.

## **INSURANCE REQUIREMENTS**

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

## **CONTRACT TERMS**

The initial contract term shall be for one (1) year, commencing upon award by the City Commission.

There are four (4) one (1) year renewal terms which are contingent upon satisfactory performance of the services and available funding. Total contract terms, including renewals, are five (5) years.

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

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

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

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

## **CONTRACT COST**

No cost increase will be accepted during the contract terms.

## 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 City Commission must approve all awards over the purchasing authority of the City Manager, except for emergency purchases.

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

**“City’s Contract Administrator”** means the City’s representative duly authorized by the City Commission and/or City Manager, to provide direction to the Consultant regarding services provided pursuant to this RFP and the Contract.

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

**“Conflict of Interest Resolution Proven”** means that the Consultant will disclose to the City’s Contract Administrator that the COHB interests are those of a second or more than two clients are in conflict and will clearly state how the conflict will be resolved.

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

**“Contract” and “Contract Documents”** means the Agreement for this Project to be entered between the City and the Successful Proposer/Contractor.

**“Local City of Hallandale Beach Vendor”** pursuant to Chapter 23, Procurement, Section 23-3 of the Code of Ordinances of the City of Hallandale Beach, Florida.

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

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

**“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).

## **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.

<http://fiche.hallandalebeach.org/WebLink/0/doc/5274/Page1.aspx>





**COST PROPOSAL:**

Firms must provide all costs for all services to be provided as requested and outlined in this RFP in the format below. **Your Firm must provide a detailed fee schedule that explains the cost for each contract year.**

\*This cost is inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, services for security, safety, travel, and associated actions necessary for the Project by the Consultant as defined in the RFP and Contract.

Each Respondent’s Cost will be evaluated by comparing it mathematically to the other costs received. The lowest cost will receive the maximum score.

Fees will be invoiced monthly, in twelve (12) equal installments.

**No cost increases will be accepted during the contract terms.**

CONTRACT TERM	TOTAL ANNUAL FEE FOR WORK AS SPECIFIED IN THIS RFP
INITIAL CONTRACT TERM YEAR 1*	
RENEWAL CONTRACT TERM YEAR 2*	
RENEWAL CONTRACT TERM YEAR 3*	
RENEWAL CONTRACT TERM YEAR 4*	
RENEWAL CONTRACT TERM YEAR 5*	
GRAND TOTAL FOR ALL CONTRACT TERMS*	

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 above referenced information is true, complete and correct.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

**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 – 2<sup>ND</sup> FLOOR – SUITE 204  
HALLANDALE BEACH, FL 33009  
TITLED: RFP # FY 2021-2022-004  
FEDERAL LOBBYIST SERVICES**

**LATE PROPOSALS AFTER 11:00 AM WILL NOT BE ACCEPTED**



## **PROPOSAL FORMAT:**

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

The following criteria stated below is what the Evaluation Committee will utilize to rate your firm's response. Your firm's response must provide all information requested below items # 1 through # 12.

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 your firm points for information that is not easily found. The information must be included in a thumb drive that is searchable as seen in the instructions above. **No hardcopy paper submittals, nor electronic submittals will be accepted.**

In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" search your firm must test the thumb drive before it is submitted. Firm(s) must make sure that the thumb drive is tested before submission. Do not place password on the thumb drive.

### **Provide one (1) thumb drive with your firm's sealed submittal.**

Upon review of the proposals by the evaluation committee, oral presentations may be required.

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items #1 through #12, must be included.

#### **1. Title Page**

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

#### **2. Table of Content**

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



### 3. Transmittal Letter

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

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

Provide the names of the persons who will be authorized to make representation for the Proposer, their titles, addresses, telephone numbers and email addresses.

Provide the name of the Project Manager who will be the direct point of contact during the term of the Agreement.

### 4. Executive Summary

The Proposer shall submit an executive summary, which outlines its Proposal. The executive summary shall, at a minimum, include an identification of the proposed team, responsibilities of the team, and a summary of the proposed services. This section should highlight aspects of this Proposal, which make it superior or unique in addressing the needs of the City.

### 5. [Minimum Qualification Requirements \(MQRs\) FORM A AND FORM B](#)

All Firms responding to this RFP must submit with Firm's response all of the [Minimum Qualification Requirements \(MQRs\) requested in MQRs section](#). Please read the MQRs to ensure your Firm meets these requirements prior to submitting to this RFP.

**Firm(s) that do not comply with the outline below will be determined non-responsive and disqualified from the evaluation process.**

**All Firm(s) named and providing work under your Firm's submission must also submit all forms requested in the [Forms Section](#).**

The Firm awarded the contract will be required to maintain the [Minimum Qualification Requirements #1](#) during the term of the contract and any contract renewals.

**6. [Required Forms:](#)**

Please make sure all of the forms below are included in your proposal within the USB drive.

Form A: [MQR # 1](#)

Form B: [MQR # 2](#)

Form C: [Proposal Submitted by Form](#)

Form D: [Variance Form](#)

Form E: [Legal Proceedings Form](#)

Form F: [Public Entity Crime Form](#)

Form G: [Domestic Partnership Certification form](#)

Form H: [Conflict of Interest Notification Requirement Questionnaire](#)

Form I: [Drug Free Workplace Form](#)

Form J: [Anti-Kickback Affidavit](#)

Form K: [Confidentiality Form](#)

Form L: [Scrutinized Form](#)

Form M: [Request to withdraw Proposal Form](#)

Form N: [Reference Check Form](#)

**7. Firm's Qualifications and Experience**

- a. Indicate the firm's number of years of experience in providing the required services. The proposal must demonstrate the qualifications and experience of the firm.
- b. Political background.
- c. Describe five (5) instances in which your firm was successful in obtaining funding for a municipality of similar size to the City in the following areas:
  - i. Transportation
  - ii. Economic Development
  - iii. Environmental Mitigation
  - iv. Infrastructure Improvements
  - v. Public Safety and Human Services



- d. Demonstrate your firm's experience and understanding of legal implications of proposed laws and proposals that have been under consideration by federal administrative bodies, and how you assisted your past clients regarding same.
- e. The proposal should indicate the total number of employees of the Firm, including the number of staff in the local office, the staff to be employed for the City's Project on a full-time basis, and the number of the staff to be employed on a part-time basis.
- f. Provide a list of government and private clients your firm has on contract through 2025. Please provide the dollar amount of each contract and a brief description of the services. List and describe any potential conflicts of interest between the City and your Firm's other clients that may affect the Firm's representation of the City's interests.
- g. Specify the Firm's particular area of expertise and how those strengths will benefit the City.
- h. Specify what unique circumstances set the Firm apart from others who perform the same or similar services.

**8. Project Team's Experience/Qualifications**

- a. Provide a list of the personnel to be used on this project and their qualifications. A resume of key management personnel, including education, experience, and any other pertinent information shall be included for each member to be assigned to this Project.
- b. Provide the name of the person who will be assigned to the City as the principal point of contact and having authorization to make representations and agreements on behalf of the Firm.
- c. Provide a table of organization, setting forth the positions, functions, and roles to be performed by key staff and sub-consultants.

**9. Past Performance -References**

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

- b. 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.
- c. Proposing Firm must send five (5) references and obtain back a completed and signed Reference Form for each of proposing Firm's required five (5) references.
- d. Proposing Firm must include the required completed and signed Reference Forms within proposing Firm's proposal submission on the USB drive.

### **Approach to the Project**

- a. Firm must demonstrate in their Proposal the approach to the Project for the work required, including, but not limited to, staffing, proposed schedules, performance benchmarks and plans.
- b. Describe proposed methods of tracking and analyzing federal legislation and assisting the City in the development of an annual federal legislative agenda.
- c. This section shall also describe the Firm's proposed plan for proactively identifying activities and issues of potential interest to the City and maintain proactive, frequent, and regular communication with City staff and elected officials through a single point of contact. Further, this section should describe the firm's proposed methods for facilitating effective relationship building between the City and federal officials.
- d. Discuss your understanding of the City's legislative, budgetary, and policy needs and your overall approach / strategies to meet those needs.
- e. Legislative approach to municipal issues.

### **10. Cost Proposal**

The cost proposal will be evaluated based on the Total Fee For All Contract Terms in the Cost Proposal Sheet on page 17. The Cost Proposal Sheet must be utilized for the submission of your Firm's cost. Cost Proposal will be evaluated utilizing the equation seen in the example below:

- Lowest cost proposed gets total points = 10 points
- Lowest cost submitted is \$100,000 and the proposer's proposed cost being evaluated is \$150,000 so  $\$100,000 / \$150,000 = .70$
- $.70 * \text{total \# of points for cost criteria which is } 10 = .70 * 30 = 21$  which would be the total # of points this proposer's cost would receive.

**11. Key Partnerships**

Describe relationships with members of congress, congressional staff, members of the legislature, legislative staff, agency officials, administrative staff, etc., that would indicate your ability to effectively position the City to achieve funding and other City goals. Offer descriptions of any other resources such as alliances, partnerships or relationships that would support your Firm in advancing the City's interests.





**EVALUATION PROCESS AND CRITERIA:**

**Evaluation Process**

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

The Evaluation Committee will utilize the criteria below to rate the Firm’s proposal. Upon review of the proposals by the evaluation committee, oral presentations may be required.

**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 is highest rated by the Evaluation Committee.

<b>NUMBER</b>	<b>Evaluation Criteria</b>	<b>MAXIMUM Potential Points</b>
1.	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If your Firm does not provide all the required MQRs information, your Firm’s proposal will not be reviewed/evaluated, and your Firm’s submission will be disqualified.	Ensure your Firm provides all the MQRs within your Firm’s submittal
2.	Firm’s Qualifications and Experience	15
3.	Project Team’s Experience/Qualifications	15
4.	Past Performance – References	10
5.	Approach to the Project	30
6.	Cost Proposal	10
7.	Key Partnerships	20
	<b>TOTAL POINTS</b>	<b>100</b>

## ORAL PRESENTATIONS:

The Evaluation Committee may select proposers to conduct oral presentations.

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

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

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

**All proposals must be submitted in accordance with the Request for Proposals (RFP) document which may be obtained online at [www.cohb.org/solicitations](http://www.cohb.org/solicitations).**

## SUBMITTAL DUE DATE:

**RESPONSES ARE DUE: JANUARY 4, 2022 NO LATER THAN 11:00 AM.**

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

CITY OF HALLANDALE BEACH  
OFFICE OF THE CITY CLERK  
PLACE THE NAME OF YOUR FIRM HERE  
400 SOUTH FEDERAL HIGHWAY – 2<sup>ND</sup> FLOOR – SUITE 204  
HALLANDALE BEACH, FL 33009  
TITLED: RFP # FY 2021-2022-004  
FEDERAL LOBBYIST SERVICES

**LATE PROPOSALS WILL NOT BE ACCEPTED**

## **NON-MANDATORY PRE-PROPOSAL CONFERENCE:**

Non-Mandatory Pre-Proposal Conference is being held DECEMBER 6, 2021 AT 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).

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](http://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:**

Any questions are to be submitted via email to the Senior Procurement Specialist, at [gcuevas@cohb.org](mailto:gcuevas@cohb.org) no later than DECEMBER 10, 2021 by 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](http://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):**

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

RFP DOCUMENT RELEASED	<b>NOVEMBER 24, 2021</b>
<p>NON-MANDATORY PRE-PROPOSAL CONFERENCE</p> <p>The conference will be held in person at the City Hall Commission Chambers. If firm is attending meeting in person a sign in sheet will be available at City Hall Commission Chambers.</p> <p>No questions will be answered during this meeting. Please see last day for questions information and submit all questions to email <a href="mailto:gcuevas@cohb.org">gcuevas@cohb.org</a> provided below.</p>	<p><b><u>DECEMBER 6, 2021 11:00 AM</u></b>  <b><u>CITY OF HALLANDALE BEACH</u></b>  <b><u>CITY HALL COMMISSION CHAMBERS</u></b>  <b><u>400 SOUTH FEDERAL HIGHWAY</u></b>  <b><u>HALLANDALE BEACH, FL 33009</u></b></p>
<p>QUESTIONS DEADLINE</p> <p>All questions must be emailed to <a href="mailto:gcuevas@cohb.org">gcuevas@cohb.org</a> and will be answered via addendum.</p>	<p>ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN <b><u>DECEMBER 10, 2021</u></b> BY NO LATER THAN 11:00 AM</p>
<p><b>DEADLINE FOR RECEIPT OF PROPOSALS</b>  <b>LATE RESPONSES WILL NOT BE ACCEPTED.</b></p>	<p><b><u>JANUARY 4, 2022</u></b>  <b><u>BY NO LATER THAN 11:00 AM</u></b>  <b><u>CITY OF HALLANDALE BEACH</u></b>  <b><u>OFFICE OF THE CITY CLERK –</u></b>  <b><u>2ND FLOOR SUITE 204</u></b>  <b><u>400 S. FEDERAL HIGHWAY</u></b>  <b><u>HALLANDALE BEACH, FL 33009</u></b></p>
<p>CONTRACT AWARD BY CITY COMMISSION – ESTIMATED</p>	<p>TO BE DETERMINED</p>
<p>EVALUATION OF PROPOSAL(S) /SELECTION OF FIRMS</p>	<p>TO BE DETERMINED</p>
<p>ORAL PRESENTATIONS – (IF REQUIRED)</p>	<p>TO BE DETERMINED</p>

## FORMS

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

Form A: [MQR # 1](#)

Form B: [MQR # 2](#)

Form C: [Proposal Submitted by Form](#)

Form D: [Variance Form](#)

Form E: [Legal Proceedings Form](#)

Form F: [Public Entity Crime Form](#)

Form G: [Domestic Partnership Certification form](#)

Form H: [Conflict of Interest Notification Requirement Questionnaire](#)

Form I: [Drug Free Workplace Form](#)

Form J: [Anti-Kickback Affidavit](#)

Form K: [Confidentiality Form](#)

Form L: [Scrutinized Companies](#)

Form M: [Request to withdraw Proposal Form](#)

Form N: [Reference Check Form](#)

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**

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

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

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

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







**FORM 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.
- 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 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



**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.

**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 L: SCRUTINIZED COMPANIES**

The undersigned vendor in accordance with Florida Statute § 287.135

Hereby certify that \_\_\_\_\_  
does not:

(Name of Business)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

**Affirm**





**FORM M: REQUEST TO WITHDRAW PROPOSAL FORM**

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

This form must be provided back via email to [gcuevas@cohb.org](mailto:gcuevas@cohb.org) before deadline for receipt of proposals

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

of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz and/or legal documentation request to withdraw Firm's proposal  
for **RFP # FY 2021-2022-004 FEDERAL LOBBYIST SERVICES.**

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

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

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



**FORM N: REFERENCE FORM**

**Please note that the five (5) references provided below must be the same as the projects/contracts provided for response to MQR # 2. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.**

<b>RFP # FY 2020-2021-000 FEDERAL LOBBYIST SERVICES</b>			
<b>PROPOSING FIRM'S NAME(S):</b>			
<b>PROJECT NAME:</b>			
<b>NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:</b>			

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

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

**PLEASE RATE BELOW FOR ITEMS 1 THROUGH 17, A SCORE FROM 1 TO 5, (1 BEING LOWEST, AND 5 BEING HIGHEST), FOR THE SERVICES RENDERED.**

1. Rate the firm's success in providing Federal Lobbyist Services.

<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 knowledge of Federal Lobbyist Services.

<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 of the firm 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 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

6. 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

7. Rate the firm’s success at accomplishing the tasks established as required by the Agreement.

<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 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

9. 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

10. 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

11. Rate the overall performance of the firm 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

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. Did your firm and the Project Manager well work together?

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



14. 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

15. Was the Federal Lobbyist Services provided on budget?

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

16. Can you describe any instances in which there were errors in the project as a result of the firm which had an impact either financially or on the schedule to the City? If so, what was it and how was it rectified.

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

ADDITIONAL NOTES/ COMMENTS:

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17. 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:

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<b>PERSON PROVIDING REFERENCE (PRINT NAME):</b>	
<b>PRINT TITLE:</b>	

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

## AGREEMENT

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.

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

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



**AGREEMENT**

**Between**

**CITY OF HALLANDALE BEACH, FLORIDA**

**and**

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

**for**

---

**RFP # FY 2021-2022-004**

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

**AND**

\_\_\_\_\_, a Florida corporation, hereinafter referred to as "CONSULTANT." (TYPE THE NAME OF THE FIRM AS IT APPEARS IN SUNBIZ)

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

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

**ARTICLE 1**

**TERM**

1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on \_\_\_\_\_; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.



2. At the \_\_\_\_\_ (date) 202\_ City Commission Meeting the City Commission adopted Resolution # \_\_\_\_\_ awarded through RFP # FY 2021-2022-004. The Contract value and per such Resolution # \_\_\_\_ shall not exceed \$\_\_\_\_\_. The contract value shall not exceed \_\_\_\_\_ dollars (\$000,000) for the fiscal year starting DATE and ending DATE.

## **ARTICLE 2**

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

The CITY has employed the CONSULTANT to provide the services included in the scope of work in RFP # FY 2021-2022-004 Federal Lobbyist Services, which is hereby incorporated and made part of the is agreement by reference and the Proposal submitted by CONSULTANT, which is hereby incorporated and made part of this Agreement by reference.

## **ARTICLE 3**

### **INDEMNIFICATION**

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

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

CONSULTANT agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or





omission of CONSULTANT, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, upon written notice from CITY, shall defend such action or proceeding.

To the extent considered necessary by the City Attorney, any sums due to CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

In the event that any action or proceeding is brought by CONSULTANT against CITY, CONSULTANT hereby waives the right to a jury trial. Venue shall be Broward County, Florida. The provisions of this Article shall survive the expiration or early termination of this Agreement.

CONSULTANT acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence.

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

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

**4.1 Competence of Staff.** The CONSULTANT agrees to provide and assign the following employee(s) to this Agreement. In the event that any of CONSULTANT's employee is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONSULTANT in writing of such fact and the CONSULTANT shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.



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

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

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

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

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

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

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

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**City of Hallandale Beach, 400 South Federal Highway, Hallandale Beach, FL 33009**  
[www.cohb.org/solicitations](http://www.cohb.org/solicitations)



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

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

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

## **ARTICLE 6** **COMPENSATION**

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

### **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY



retains the right to delay or withhold payment for services which have not been accepted by the CITY.

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

6.4 Payment shall be made to CONSULTANT at:

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

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**ARTICLE 7**

**TERMINATION**

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

termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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

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

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

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

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

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

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project. CONSULTANT and its subcontractors shall keep

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

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

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

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



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

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

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

### 8.4 **INDEPENDENT CONSULTANT**

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

### 8.5 **THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this



Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **NOTICES**

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

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

**With Copy to:**  
Name of Director  
Attn: Department Name  
Department Address  
Hallandale Beach, FL 33009

**And:**  
City Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009

**Consultant:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## 8.7 **ASSIGNMENT AND PERFORMANCE**

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

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

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

## 8.8 **CONFLICTS**

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

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

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



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

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

**8.10 COMPLIANCE WITH LAWS**

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

**8.11 SEVERANCE**

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

**8.12 JOINT PREPARATION**

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

**8.13 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of



Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

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

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

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

**8.15 AMENDMENTS**

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

**8.16 PRIOR AGREEMENTS**

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



8.17 **PAYABLE INTEREST**

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

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

8.18 **INCORPORATION BY REFERENCE**

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

8.19 **REPRESENTATION OF AUTHORITY**

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

8.20 **MULTIPLE ORIGINALS**

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

**ARTICLE 9**

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



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

CONSULTANT'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.

CONSULTANT 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, CONSULTANT 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).

CONSULTANT 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.

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

#### 9.2 Domestic Partner Benefits Requirement

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

CONTRACTOR shall comply with the applicable provisions of this section.

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



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

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

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

By \_\_\_\_\_  
Jeremy Earle, City Manager  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
Jennifer Merino, City Attorney



CONSULTANT MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

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

(If incorporated sign below).

**CONSULTANT**

ATTEST:

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

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

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

(Corporate Seal)

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

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

(If not incorporated sign below).

**CONSULTANT**

WITNESSES:

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

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

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

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

**NOTARY SEAL**





## **GENERAL TERMS AND CONDITIONS:**

### **I. SUBMISSION AND RECEIPT OF PROPOSALS**

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

### **II. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach 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. DOMESTIC PARTNER BENEFITS REQUIREMENT:**

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

**Equal Benefits Requirements**



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

### **Contracts**

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

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

### **Exception and waiver**

The provision of this section shall not apply where:

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

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

**3. 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.

**4. SCRUTINIZED COMPANIES:**

The 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 if the Firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**5. PROPOSAL ACCEPTANCE PERIOD:**

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

**6. PUBLIC RECORDS:**

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

**7. ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents or this RFP made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The 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.

**8. 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.

**9. 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.

**10. 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.

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

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

**12. 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.

**13. FAILURE TO SUBMIT PROPOSAL:**

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

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

The signed Proposal shall be considered an offer on the part of the Proposer or Firm, which offer shall be deemed accepted upon approval by the 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.

**15. 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.

**16. 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.**

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.

**17. OMISSION OF INFORMATION:**

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

**18. INSPECTION OF FACILITIES / SITE VISIT:**

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

**19. PROPOSER'S COSTS:**

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





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

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

**21. PROTEST PROCEDURES:**

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases

for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

(1) Time for Protest

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

(2) Form and Content of Protest

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

The Procurement Director will provide a copy of the written protest to the 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.

## **22. QUALIFICATIONS OF PROPOSER:**

Proposals shall be considered only from Firms normally engaged in performing the type of work specified within the RFP Project Document. The Firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the 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.

## **23. TAX SAVINGS DIRECT PURCHASES (TSDP)**

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

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

## **24. 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.

**25. SAMPLE FORM CONTRACT:**

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

**26. 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 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.

**27. 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](#).

**28. 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](#).



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

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**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](#).

**32. 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).