



**Hallandale Beach**  
PROGRESS. INNOVATION. OPPORTUNITY.

**REQUEST FOR PROPOSAL  
(RFP) # FY 2013-2014-007**

**SOUTH BEACH PARK CONCESSIONS**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
CITY MANAGER'S OFFICE AND  
PROCUREMENT DEPARTMENT**

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**NOTICE TO PROSPECTIVE PROPOSERS**

**MINIMUM QUALIFICATION REQUIREMENT YEARS OF EXPERIENCE:**

In order for your firm's response to be considered, firm must have three (3) years' experience having provided the scope of work as outlined in this RFP and proven experience in operating a public food services establishment, as defined by Florida Statute Section 509.13. The firm must be licensed under the appropriate State and Local laws. An affirmative statement and submission of evidence must be included with the firm's response indicating that firm meets this requirement.

The City will review the firm's incorporation "date filed" date on Sunbiz by month and year to ascertain and confirm this requirement the three (3) years' experience. The period of time for meeting the requirement of three (3) years shall be the submittal due date. This information will be verified through Sunbiz, <http://www.sunbiz.org/search.html>. Firm must provide a copy of the Sunbiz to confirm the number of years of incorporation as a business. This Sunbiz website is [www.sunbiz.org](http://www.sunbiz.org)

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

**SUBMITTAL DUE DATE:**

**RESPONSES ARE DUE: FRIDAY, FEBRUARY 28, 2014 BY NO LATER THAN 11:00 A.M.**

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

A Non-Mandatory Pre-Proposal Conference is being held **Thursday, January 30, 2014 at 11:00 am**, City Hall Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.

**LAST DAY FOR QUESTIONS:**

Any questions are to be submitted via email to [alues@cohb.org](mailto:alues@cohb.org) by no later than **Monday, January 31, 2014 no later than 11:00 A.M.**

**RESPONSES MUST BE SUBMITTED IN SEALED ENVELOPES AND MUST BE MAILED OR HAND DELIVERED TO:**

|   |
|---|
| <b>CITY OF HALLANDALE BEACH</b>                         |
| <b>CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES</b>      |
| <b>400 SOUTH FEDERAL HIGHWAY – 2<sup>ND</sup> FLOOR</b> |
| <b>HALLANDALE BEACH, FL 33009</b>                       |
| <b>TITLED: RFP NO. FY2013-2014-007</b>                  |
| <b>SOUTH BEACH PARK CONCESSIONS</b>                     |

**INSTRUCTIONS FOR SUBMITTAL OF RESPONSES**

1. Firms are to submit responses only on a thumb drive that is searchable in adobe format. No hardcopy (paper) submittals nor CDs 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 each thumb drive before it is submitted. **Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide seven (7) thumb drives with your firm's submittal.**
2. Hardcopy (paper) submittal of Bid Guarantee/Bond.
  - a. Proposal Guarantee/Bond. Each proposer must provide with the submission a Guarantee/Bond in the form of a Certified Check, or Cashier's Check, or Bid Bond in the amount of five percent (5%) of the total proposed revenue payable to the City of Hallandale Beach.
  - b. Performance and Labor Material Payment Bond in an amount equivalent to the value of the design and construction must by the awarded Contractor within forty (45) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter.

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**REFERENCES:**

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email, therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide at least five (5) verifiable references with knowledge of your firm's contract performance with local government entities or private section entities.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a. Name of firm-company for which work was provided.
- b. Name of Reference (Project Manager) charged with managing said project. References shall be employees in senior level management positions in the field of public food service establishments.
- c. Type of project. Year project started and was completed.
- d. Dollar amount of project, including change orders.
- e. Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

**END OF SECTION**

**CONTRACT TERM:**

The term of the Agreement shall commence upon the execution by both parties and shall continue for five (5) years, unless terminated sooner as provide for in the Agreement. The Agreement shall be renewable after the expiration of the initial five (5) year contingent upon satisfactory performance, mutual consent, and the availability of funds.

**CONTRACT PRICE:**

The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

**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.

**CONE OF SILENCE:**

The City of Hallandale Beach City Commission adopted Ordinance No. 2013-03, which created Section 23-13 imposing a Cone of Silence for City purchases of goods and services. The Cone of Silence refers to limits on communications held between Proposers and Proposers' representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

**SAMPLE FORM CONTRACT:**

Not applicable. Not provided.

**CONTRACT FOR EXECUTION:**

Not applicable. Not provided.

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**LIST OF ADMINISTRATORS AND DEPARTMENT LIAISONS**

|           |  |
|-----------|--|
| <b>1.</b> | <b>CITY MANAGER</b>                    |
|           | <b>Renee C. Miller</b>                 |
|           | <b>400 S. Federal Highway</b>          |
|           | <b>Hallandale Beach, Florida 33009</b> |
|           | <b>(954) 457-1300</b>                  |
|           |  |
| <b>2.</b> | <b>ASSISTANT CITY MANAGER</b>          |
|           | <b>Jennifer Frastai</b>                |
|           | <b>400 S. Federal Highway</b>          |
|           | <b>Hallandale Beach, Florida 33009</b> |
|           | <b>(954) 457-1300</b>                  |
|           |  |
| <b>3.</b> | <b>PROCUREMENT DIRECTOR</b>            |
|           | <b>Andrea Lues</b>                     |
|           | <b>400 S. Federal Highway</b>          |
|           | <b>Hallandale Beach, Florida 33009</b> |
|           | <b>(954)457-1332 (OR)</b>              |
|           |  |
| <b>4.</b> | <b>SENIOR PROCUREMENT SPECIALIST</b>   |
|           | <b>Joann Wiggins</b>                   |
|           | <b>400 S. Federal Highway</b>          |
|           | <b>Hallandale Beach, Florida 33009</b> |
|           | <b>(954)457-1333</b>                   |
|           |  |
| <b>5.</b> | <b>PROCUREMENT SPECIALIST</b>          |
|           | <b>Vitali Toptchenko</b>               |
|           | <b>400 S. Federal Highway</b>          |
|           | <b>Hallandale Beach, Florida 33009</b> |
|           | <b>(954)457-1333</b>                   |

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**PURPOSE OF RFP**  
**INTRODUCTION / INFORMATION**

**I. PURPOSE AND TECHNICAL SPECIFICATIONS**

The City of Hallandale Beach is seeking a qualified concessionaire, which will result in an award of a license to operate the Facility located at South Beach Park. The term of an Agreement will be for a period of five (5) years or longer depending on Capital Investment and submitted business model from the effective date of the Agreement, with the possibility of additional yearly extensions of up to an aggregate total of fifteen (15) years or longer in the sole discretion of the City. Site plan of the Facility (Exhibit 1), and Building layout (Exhibit 2) is made a part of this Request for Proposal.

In quoting compensation to the City and rates, proposers should take into account projected population growth during season and off-season within the City.

The "Park Facility" is generally described as follows:

South Beach Park, located at 1864 S. Ocean Drive, Hallandale Beach, Florida 33009.

South Beach Park is currently undergoing a complete redevelopment. It is estimated construction will be completed in late 2014. However, in coordination with the City's contractor for the parks construction the improvements to the interior build-out by awardee may be able to commence and finish to coincide with the full opening of the park.

All proposers are informed that any public food service establishments located at the Park Facility, are governed by the Florida Statutes, Florida Department of Business and Professional Regulation Division of Hotels and Restaurants, Florida Department of Environmental Protection, and local city ordinances, where applicable. All proposers shall take these regulations into account in formulating their proposals.

The following generally describes the "Scope of Services" that will be the successful proposer's responsibility.

The work consists of providing public food services as a concessionaire at South Beach Park, Hallandale Beach, Florida in compliance with all City, County, State and Federal Laws and any resulting License Agreement.

The goal of the City is to create a clean, friendly, attractive concession for people to gather and enjoy good food and beverages. Construction of the outside shell of the building is estimated to be completed in late 2014. This Request for Proposals (RFP) provides an excellent opportunity for a professional restaurant/operator ("Contractor") to provide a valued service to visitors and residents of the City of Hallandale Beach. The interior area is approximately 954 square feet of interior unfinished space (not including the restrooms). There will be an additional 400 square feet of outdoor patio space. The concession should provide beverages and high quality food at good value. Contractor shall supply all concession furniture, fixtures and equipment, and tables, chairs, and umbrellas and the selection of the tables, chairs and umbrellas, is to be approved by the City.

Contractor is responsible for keeping the concession, restrooms, and outside sitting area neat and clean. Contractor is also responsible for regularly bussing and cleaning the tables and promptly cleaning up spills/messes in the immediate area. Contractor shall also provide and empty trash receptacles and ensure the garbage receptacles do not become overfilled. Contractor will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas. Contractor will clean and maintain the bathroom facilities on a daily basis.

The City will expect the awardee to:

- Operate the concession(s) to the benefit of the general public.
- Have significant experience operating a food service/hospitality establishment.
- Be licensed to operate a food concession.
- Be licensed to serve and sell Beer, Wine, and/or alcoholic beverages.
- Select and train personnel who shall, at all times, conduct themselves in a professional and courteous manner
- Maintain the concession in good repair and in accordance with all applicable local, state, and federal requirements.
- Maintain the prescribed levels of insurance, to be established by the City.
- Conduct operations so that the environment is not negatively impacted.
- Pay all permits and taxes.
- Pay a monthly license fee and/or revenue sharing agreement to be negotiated.
- Be responsible for payment of all costs related to the interior build out, including but not limited to, preparing of the architectural drawings and construction documents, application and permit fees, and all costs of construction of the Improvements.
- Be responsible for all utilities generally provided for the premises such as sewer and water service. Awardee shall be responsible for all janitorial services, both interior and exterior, servicing and maintenance of facility, garbage removal service, any telephone, electricity and cable services and all other services awardee obtains for the premises.

- 
- Contractor to operate Concession in accordance with City's operating standards in this RFP and the Operating Standards and regulations established for beachfront property, if applicable.
  - Contractor to provide all necessary equipment and fixtures for providing service.
  - Contractor to provide tables and chairs for customers. Umbrellas to be provided for tables.
  - Contractor to provide any signage to be approved by the City. Outside signage must be approved in advance by the City.
  - Contractor to provide consistent hours of operation to be approved by the City.
  - Contractor to provide strong, professional customer service.
  - Contractor to provide supervision of Concession area at all time of operation.
  - Contractor to provide a diverse menu with product offering/pricing and other promotional materials acceptable to the City.
  - Contractor to provide regular hourly maintenance and cleaning of Concession tables and outside table area in accordance with the City's operating standards in this RFP and the Operating Standards and regulations established for beachfront property, if applicable.
  - Contractor to provide staffing for all aspects of the operation of the Concession and associated business tasks. Contractor's staff shall meet employee standards set forth in this RFP.
  - Contractor to provide all food, beverages and supplies, and mechanisms for ordering and receiving and maintaining accounts for food, beverages and supplies.
  - Contractor shall obtain the City's approval of changes in products, pricing or services or character of the Concession.
  - Contractor to provide regular extermination services, no less than monthly, and as needed.
  - Contractor to dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.
  - Contractor shall meet all Health Department regulations and other applicable laws and regulations in operating the Concession.
  - Contractor to provide Property and Liability insurance (certificates of required insurance will be requested prior to commencement of operation of the Concession).
  - Contractor to secure the Concession against vandalism. The City shall not be held responsible for repairs due to vandalism.

**REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE**

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

|   |   |
|---|---|
| RFP ADVERTISING DATE                          | JANUARY 24, 2014  |
| RFP DOCUMENT RELEASED                         | JANUARY 24, 2014  |
| QUESTIONS                                     | ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN JANUARY 31, 2014<br>BY NO LATER THAN 11 AM |
| RFP DEADLINE FOR RECEIPT OF PROPOSALS         | <u>FRIDAY, FEBRUARY 28, 2014</u><br><u>BY NO LATER THAN 11 AM</u>                         |
| EVALUATION OF PROPOSAL/SELECTION OF FIRMS     | MARCH 3 THROUGH 28, 2014  |
| ORAL INTERVIEWS – (IF REQUIRED)               | MARCH 3 THROUGH 28, 2014  |
| CONTRACT AWARD BY CITY COMMISSION – ESTIMATED | TO BE DETERMINED  |
| PROJECT START DATE – ESTIMATED                | TO BE DETERMINED  |

## **II. DEFINITIONS**

**“City”** the City of Hallandale Beach 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 Contractor regarding services provided pursuant to this RFP and the Contract.

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

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

**“Local City of Hallandale Beach Vendor”** pursuant to Chapter 23, Procurement, Section 23-5 of the Code of Ordinances of the City of Hallandale Beach, Florida. See definition in Section VII, item 2 in this RFP.

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

**“Proposal”** means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

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

**“Proposal 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).

**“Successful Proposer”** means the qualified, responsible and responsive Proposer to whom City (on the basis of City’s evaluation as hereinafter provided) makes an award.

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### **III. ADDITIONAL BACKGROUND INFORMATION**

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 37,000 off –season with an increase in population to approximately 50,000 during season. The City’s fiscal year begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.

### **IV. QUESTIONS REGARDING RFP:**

For information pertaining to this Request for Proposals (RFP), contact the Procurement Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

### **V. SUBMISSION OF PROPOSALS**

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

The outline for items # 1 through # 13 below **must** be followed.

1. Title Page

Provide the RFP # and title, the firm’s name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Table of Contents

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

3. Transmittal Letter

A letter of transmittal, signed by an authorized officer of your company, briefly stating the proposer’s understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be 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.

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

4. General Requirements

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.

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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 13, must be included. Items 1-13 represent the criteria against which proposals will be evaluated.

5. Professional Licenses and Certifications

An affirmative statement and submission of evidence must be included with the firm's response indicating that firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the project.

6. Firm's Qualifications and Experience

a) Firm must have three (3) years' experience having provided the scope of work as outlined in this RFP and proven experience in operating a public food service establishment as defined by Florid Statute Section 509.13. Your firm must provide with the submittal all information to satisfy the requirement that your firm has experience in operating a public food service establishment. An affirmative statement and submission of evidence must be included with the firm's response indicating that firm meets this requirement.

The City will review the firm's incorporation "date filed" date on Sunbiz by month and year to ascertain and confirm this requirement. The period of time for meeting the requirement of three (3) years shall be the submittal due date. Firm must provide a copy of the Sunbiz to confirm the number of years of incorporation as a business. This Sunbiz website is [www.sunbiz.org](http://www.sunbiz.org)

b) Disclosure of **any ownership interest in other entities** involved in "public food service establishment" services which may be a potential participant in this Request For Proposal. This ownership disclosure shall be included, whether such ownership occurs by the proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

c) Disclosure of any circumstance in which any of the proposer's officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the proposer's firm and who are **also active in any other entity** which provides "public food service establishment" services similar to those requested in this Request for Proposal. Provide names of each individual, the position held and the entity's name and the circumstances.

- d) Describe any **changes in the mode of conducting business** your firm has made in the past five (5) years, including any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings. Disclose any such changes that are currently in progress.
- e) Provide a list of the **contracts your firm has obtained** within the past three (3) years, indicating the type of services provided and the locations. Provide a list of the contracts your firm has lost in the past three (3) years and state the reason for the loss and the location.
- f) Submit an **organizational chart** of your firm, stating the names of the firm's management and supervisory personnel to be assigned to this contract undertaking. Provide a resume for each of your key personnel.
- g) Submit a **manning level statement** for your organization, detailing how many total employees work for your firm at any one time, including temporary, seasonal and part-time employees. List the ratios of full-time employees to part-time, temporary and seasonal employees.
- h) Submit a **Three Year Projected Budget** in the format of Attachment A.
- i) Submit your firm's **assumptions regarding the projections** on the volume of sales to be generated in the first year for the following categories of service:
  - a. Food and Beverage (excluding alcoholic beverages)
  - b. Alcoholic Beverages
  - c. Souvenirs.
  - d. Other
- j) Submit an **Operational Plan** describing the food, beverages, and other articles to be vended to Park Patrons at South Beach Park.
- k) Provide a full service, **priced menu** detailing the food and beverage service proposed to be served.
- l) Submit an **Hours of Operational Plan** describing the standard hours of operation plus expected seasonal variances explicitly describing the commencement and duration of such variances. Operational Plan shall include maintaining and servicing of restroom facilities connected to the concession building. It should be noted that the park is closed at night.
- m) Submit a list of **equipment to be provided by your firm** exclusively at your firm's expense for this contract undertaking.

- 
- n) Describe your firm's plan or proposal for the **capital improvements** to the interior of the structure, to include estimated cost and schedule for construction.
  - o) Detail the **time required from the date of execution of the agreement to the commencement of service** at the facility. Specifically describe the amount of time required to prepare the facility.
  - p) State your firm's **understanding of the needs and preferences of the citizens and visitors which make use of the Park Facility**. In written narrative, provide compelling illustration of your firm's understanding of the service commitment, and capacity to adapt business operations to the needs of Beach Patrons in both high and low volume seasons.
  - q) Provide a comprehensive description of your firm's policies and **procedures for handling customer complaints**. Include specific examples of how your firm has been proactive in other contracts in reducing customer complaints and increasing the quality of service. Describe in detail how your firm monitors customer complaints and quality of service to ensure compliance with policies and procedures.
  - r) State how bathroom cleanup and maintenance will be handled.
  - s) Describe any marketing plans that indicate advertising strategies, publicity, or special events that would distinguish this Concession from other coffee/Concession operations.
  - t) Submit any additional information that would assist the City in the evaluation of your proposal.

7. Project Manager Experience

Discuss the approach to providing qualified drivers at the levels and number to adequately perform services. Discuss the ability to have adequate back-up staff available should normal or day to day staffing personnel not meet the level of expectation to perform assigned duties due to illness or other absences.

- Provide the name(s) of the person, within your organization, who will be assigned to the City for this Project as the principal point of contact and having authorization to make representations and agreements on behalf of the firm.
- Describe the responsibilities of the management that will perform the work.
- List the name, title or position, and duties of management or senior position that will be assigned to this Project. For each individual, include qualifications and experience that demonstrates the person's knowledge and understanding of the type of services to be performed.

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8. Past Performance (References)

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email, therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide at least five (5) verifiable references with knowledge of your firm's contract performance with local government entities or private sector entities.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a. Name of firm-company for which work was provided.
- b. Name of Reference (Project Manager) charged with managing said project. References shall be employees in senior level management positions in the field of public food service establishments.
- c. Type of project. Year project started and was completed.
- d. Dollar amount of project, including change orders.
- e. Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

10. Financial Resources

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

11. Fee/Revenue Proposal

The response with the Highest Fee/Revenue Proposal will be given the full potential cost points. Every other response will be given points proportionally in relation to the lowest cost.

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The points will be calculated by dividing the highest fee/revenue proposed by the Fee/Revenue of proposal being evaluated. The result will be multiplied by the maximum fee/revenue points to arrive at the score.

Example: Highest Fee/Revenue Proposed gets Total Points = 25 points  
Lowest Fee/Revenue submitted is \$100,000 and the Proposer's Proposed Fee/Revenue being evaluated is \$80,000 = So  $\$80,000 / \$100,000 = .80$   
.80 \* total # of points for cost criteria which is 25 =  $.80 * 25 = 20$  which would be the total # of points this Proposer's Fee/Revenue Proposal would receive.

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.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

12. Local City of Hallandale Beach Vendor

In order for applicability of Local City of Hallandale Beach Vendor preference, the firm must submit the requirement the firm desires be applicable for their submittal clearly labeled "Local City of Hallandale Beach Vendor Preference", Exhibit C. The submittal must include:

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

Note: there are not Exhibits A or B in this RFP.

**END OF SECTION**

**TOTAL FEE/REVENUE PROPOSAL**

|  |           |
|--|-----------|
| <b>TOTAL FEE/REVENUE TO BE PAID TO THE CITY ANNUALLY</b> | <b>\$</b> |
|--|-----------|

I, \_\_\_\_\_, \_\_\_\_\_  
Name of authorized Officer per Sunbiz Title

of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz

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

\_\_\_\_\_  
Signature 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

Seal:

**VI. PROPOSAL EVALUATIONS:**

1. **Criteria.** Proposal packages will be evaluated as stated below.

Only Firms that meet the Minimum Qualification Requirements will be evaluated.

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible Proposer(s) whose proposal is determined to be the most advantageous to City.

| NUMBER | CRITERIA LISTED                                   | POTENTIAL POINTS |
|--------|---|------------------|
| 1.     | Firm's Qualifications and Experience              | 30               |
| 2.     | Project Manager Experience                        | 5                |
| 3.     | Past Performance (References)                     | 15               |
| 4.     | Financial Resources                               | 20               |
| 5.     | Fee/Revenue                                       | 20               |
| 6.     | Local City of Hallandale Beach Vendor Preference* | (2.5-10)         |
|        | <b>TOTAL POINTS **</b>                            | <b>100</b>       |

\*depending on tier level of the Local City of Hallandale Beach Vendor Preference the points may be 2.5, 5 or 10.

\*\*Total points may be less than 100 points depending on the applicable Tier criteria for the Local City of Hallandale Beach Vendor Preference.

The criteria stated above will be utilized to rank proposer(s).

Oral interviews may be scheduled with the firms the Evaluation Committee determines be invited to this process. 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.

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### **Evaluation of Fee/Revenue Proposal**

The response with the Highest Fee/Revenue Proposal will be given the full potential cost points. Every other response will be given points proportionally in relation to the lowest cost.

The points will be calculated by dividing the highest fee/revenue proposed by the Fee/Revenue of proposal being evaluated. The result will be multiplied by the maximum fee/revenue points to arrive at the score.

Example: Highest Fee/Revenue Proposed gets Total Points = 20 points  
Lowest Fee/Revenue submitted is \$100,000 and the Proposer's Proposed Fee/Revenue being evaluated is \$80,000 = So  $\$80,000 / \$100,000 = .80$   
 $.80 * \text{total \# of points for cost criteria which is } 20 = .80 * 20 = 16$  which would be the total # of points this Proposer's Fee/Revenue Proposal would receive.

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.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers by the Evaluation Committee to provide an oral presentation in support of what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

## **VII. 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.

## **VIII. 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. COMMUNITY BENEFIT PLAN** (not applicable for this RFP)

The City of Hallandale Beach is committed to ensuring that all projects in the City provide a form of tangible benefit to the community. When a solicitation requires it based on this budgeted amount, proposers must demonstrate and provide a proposed Community Benefit Plan which has identifiable and observable community benefits for the community surrounding the Project and the City of Hallandale Beach. The benefits should include the approach for ensuring that both Prime and Subcontractors utilize local residents in every phase of the project, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. Proposers must provide the Community Benefit Plan for this project as Exhibit B.

The application of the CBP would apply and be determined by providing a total of ten (10) points within the total 100 points.

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## **2. LOCAL CITY OF HALLANDALE BEACH VENDOR**

Applicability of the Local City of Hallandale Beach Business Preference is in accordance with Ordinance 2013-003. If your firm is utilizing this preference your firm must clearly state which Tier it is applying to the RFP and it must be clearly provided with the response labeled as Exhibit C.

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

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

Proof of the homestead must be submitted with the response to the solicitation. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

A Tier 2 "local City of Hallandale vendor" shall mean a business within the City limits that has a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date. The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

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

When evaluation points are used to evaluate through a solicitation, and when a non-local business is the highest ranked proposer, and the ranking of a local firm is within 10% of the total 100 ranking points, then the City may elect to negotiate with the local firm first.

Process to apply the Local Vendor Preference to Competitive proposal.

For contract awards based upon evaluation criteria pursuant to a point system, there shall be a local participation criterion to be included in the total 100 points to be awarded. The points shall be awarded as follows:

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

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

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

|                     | <b>Total project dollar cost (\$)<br/>performed</b> | <b>Total Points awarded</b> |
|---------------------|---|-----------------------------|
| Tier 1 Local Vendor | 100 % to 50%  | 10                          |
| Tier 2 Local Vendor | 49% to 20%  | 5                           |
| Tier 3 Local Vendor | 19% to less than 5%                                 | 2.5                         |

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

A proposer may count towards its local vendor preference for Tier 1, Tier 2 and Tier 3, the fee or commissions charged for providing direct labor or a bona fide service, such as professional, technical consultant or managerial services.

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Exemptions to Tier 1, Tier 2 and Tier 3.

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

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

### **3. 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, provide benefits to employees' spouses and the children of spouses. All firms must complete and provide with their response the Domestic Partnership Certification Form.

#### **Equal Benefits Requirements**

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

#### **Contracts**

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

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.

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

### **Exception and waiver**

The provision of this section shall not apply where:

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

### **4. 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.

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

**5. 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 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 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 23-7
  - (8) Bid waivers;

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- (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 her staff, and the mayor and city commission and their staff.
- (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 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.

## **6. LOBBYIST REGISTRATION:**

Registration. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City and lobby the City Commission.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of \$50.00 shall be paid to the City for annual lobbyist registration.

## **7. 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.

## **8. 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.

## **9. 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.

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## **10. 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://fl-hallandalebeach.civicplus.com/index.aspx?nid=417>.

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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

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**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.**

**20. 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.

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**21. SAMPLE FORM CONTRACT: (not applicable for this RFP)**

The City's Form Contract is attached as part of this solicitation. Submission of an RFP 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.

**22. 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 Project Manager and/or designee.

**23. PROPOSER'S COSTS:**

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

**24. 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).

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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.

## **25. PROTEST PROCEDURES:**

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

(1) Time for Protest

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

(2) Form and Content of Protest

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

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

(3) Protest Filing Fee

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

(4) Costs

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

- 
- (5) Authority to resolve protests  
The Procurement Director shall have the authority, subject to the approval of the City Manager Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.
- (6) Special Magistrate  
In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

**27. 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.

**END OF SECTION**

## FORMS

**ALL FIRMS' MUST COMPLETE, SIGN AND RETURN ALL  
FORMS WITH THE FIRM'S SUBMITTAL.**

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UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case.  
If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return:

**WE \_\_\_\_\_ HAVE RECEIVED THE RFP**  
**(COMPANY NAME)**

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

|  |
|--|
|  |
|  |
|  |
|  |

**COMPLETE INFORMATION BELOW:**

|                             |           |
|-----------------------------|-----------|
| SIGNATURE:                  |           |
| TITLE:                      |           |
| STREET ADDRESS: (OR)        |           |
| P.O. BOX:                   |           |
| CITY:                       |           |
| STATE:                      | ZIP CODE: |
| TELEPHONE/AREA CODE: (    ) |           |
| EMAIL ADDRESS:              |           |

|  |
|--|
| <b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:</b>                  |
| <b>CITY OF HALLANDALE BEACH</b>                                    |
| <b>PROCUREMENT DEPARTMENT</b>                                      |
| <b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>                         |
| <b>HALLANDALE BEACH, FL 33009</b>                                  |
| <b>TITLED: RFP # FY 2013-2014-007 SOUTH BEACH PARK CONCESSIONS</b> |



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**THIS PROPOSAL SUBMITTED BY:**

**If more than one (1) firm is submitting a proposal as a joint venture or other type of submittal and will be conducting part of the work as the prime contractor that firm must also complete this form.**

|                       |
|-----------------------|
| COMPANY:              |
| ADDRESS:              |
| CITY & STATE:         |
| ZIP CODE:             |
| TELEPHONE:            |
| DATE OF RFP:          |
| FACSIMILE NUMBER:     |
| 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.

**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 \_\_\_\_\_, 2014

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**Domestic Partnership Certification Form**

**This form must be completed and submitted with your 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.

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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

Seal Below:

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**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.

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**1. Name of firm submitting a response to this RFP.**

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**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.**

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**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.**

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

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**Continued**  
**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

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**5.**

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Signature of person/firm that might have conflict of interest with  
City of Hallandale Beach or Hallandale Beach Community  
Redevelopment Agency

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Date

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**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 I implementation of this section.

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

|       |                     |
|-------|---------------------|
| DATE: | BIDDER'S SIGNATURE: |
|-------|---------------------|