

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35

**WHEREAS**, the Mayor and City Commission approve the change of the department's name from General Services Department to Procurement Department.

36           **NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF**  
37 **HALLANDALE BEACH, FLORIDA:**

38  
39           **SECTION 1.** Chapter 23, Property and Purchasing, of the Code of Ordinances of the  
40 City of Hallandale Beach is hereby repealed in its entirety.

41  
42           **SECTION 2.** Chapter 20, "Property" of the Code of Ordinances of the City of Hallandale  
43 Beach is hereby created to read as follows:

44  
45           **CHAPTER 20. PROPERTY.**

46           **Division 1. City Cemetery**

47           **Section 20-1. In General.**

48  
49           The City of Hallandale Beach shall operate the Hallandale Beach Cemetery pursuant to  
50 the provisions of this Division in Chapter 20 of the City Code of Ordinances.

51  
52           **Section 20-2. Reservation of Grave Space.**

53  
54           Interment in the Hallandale Beach Cemetery shall be by purchase of a cemetery lot,  
55 niche and/or mausoleum space. The City Manager or his/her designee may reserve a grave  
56 space, at the request of a prospective purchaser, for a period not to exceed ten (10) days  
57 without formal agreement or full payment of the price of the lot. A record shall be kept of any  
58 such reservation made. At the expiration of the ten (10) days, a formal agreement to purchase  
59 such space must be signed or the space shall be released and any deposit shall be retained by  
60 the City.

61  
62           **Section 20-3. Cost and payment for Cemetery lots, niches and mausoleum spaces.**

- 63           (a) Any cemetery lot, niche or mausoleum space shall be paid for in cash or U.S.  
64 tender. The payment may be made pursuant to an installment agreement which  
65 shall be executed with the City and the purchaser. Such agreements shall be  
66 prepared by the City Manager or his/her designee and approved by the City  
67 Attorney. The agreement shall designate the specific cemetery lot, niche or  
68 mausoleum space purchased and the purchase price. All cemetery lot, niches

and mausoleum spaces price shall be established by resolution adopted by the City Commission.

- (b) A down payment of at least ten (10%) percent and the number of years of the agreement shall be specified in the installment purchase agreement.
- (c) For interments on Saturday, there will be an additional charge. This additional charge shall be established by a resolution adopted by City Commission.
- (d) Any cemetery lot, niche or mausoleum space must be paid in full prior to interment being scheduled.

#### **Section 20-4. Multiple interments.**

- (a) Cremation interments shall be permitted within a single niche space up to a maximum of two (2). An additional charge will be assessed each time an individual niche space is opened to accommodate this type of multiple burial. The additional charge shall be established by resolution adopted by the City Commission.
- (b) Interments of one (1) adult and one (1) infant child, or newborn child, or of a child of sufficiently small stature that would permit use of a single burial vault in a grave space, shall be permitted as a single interment. Existing grave spaces shall not be reopened to accommodate additional burials, except in the case of double burial vaults.
- (c) No other multiple interments are authorized.
- (d) Monuments or markers for burials described in this section must be consistent with the overall plan of the Hallandale Beach Cemetery.

#### **Section 20-5. Transfer of deceased of another cemetery; reversion of grave space.**

- (a) When a disinterment occurs for the purpose of transfer of the deceased to another cemetery, the grave space shall revert to the City. The purchaser or his/her heirs shall be reimbursed the original sale price of the space less twenty (20%) percent for administrative costs.
- (b) Transfer of ownership or exchange of cemetery spaces within the Hallandale Beach Cemetery may be accomplished by the payment of an administrative charge as established for the first space. An additional charge per space shall be made for a transfer of each additional space. A City resident may transfer

his/her cemetery space to a non-City resident only upon paying the City the difference between the current resident and nonresident cemetery space fees. A nonresident may transfer his/hers cemetery space to a resident, but such transfer shall not entitle the nonresident to receive any refund from the City.

- (c) The City shall have the first option to repurchase cemetery space at the original purchase price, less ten (10%) percent for administrative costs. The City shall have the first option to repurchase niche or mausoleum space at fifty (50%) percent of the original purchase price.

#### **Section 20-6. Burial permits.**

It shall be the duty of the funeral director, family or friend of any person about to be buried in the cemetery to furnish a proper burial permit and give the place of birth, age and residence at the time of death, sex, date of death, and cause of death of the deceased, so far as is known.

#### **Section 20-7. Notice of interment.**

Notice to the City Manager or his/her designee of an interment must be accompanied by directions as to the lot if pre-owned, and such notice must be presented within sixteen (16) working hours of the interment.

#### **Section 20-8. Vaults.**

A cement, steel or equivalent strength vault shall be provided, at the cost of the lot owner, for all burials. Such vault shall be of such specifications and weight as to prevent retention of water and cave-ins of the grave space.

#### **Section 20-9. Markers and tombstones.**

Upright markers or tombstones may not be erected in any portion of the Hallandale Beach Cemetery. Installation of grass level markers is permitted. Such markers shall not exceed thirty-six (36) inches in width and twenty-four (24) inches in length and shall be installed with the top surface flush with the ground level. No marker, tombstone or monument shall be erected on grave space until the lot is paid for in full.

137           **Section 20-10. Work orders.**

138           No person shall erect or place any memorial marker or do any work in the cemetery  
139 without first presenting a written order from the lot owner to the City Manager or his/her  
140 designee and obtaining written permission from the City Manager or his/her designee for the  
141 work contemplated. Any markers placed or erected in violation of Section 20-9 and 20-10 are  
142 subject to being removed by the City and returned to the decedent's family.

143  
144           **Section 20-11. Lot enclosures.**

145           No lot owner shall erect any fence, wall or curbing around any lot or place on a lot, any  
146 cement or stone slab or any walkway leading to or from such lot.

147  
148           **Section 20-12. Care of grave space.**

149           The following rules for the care of grave spaces shall be enforced by the City Manager  
150 or his/her designee.

- 151           (1)     Flowers from burial services not removed by the funeral director or the  
152                    decedent's family shall be removed by the City after one (1) week.
- 153           (2)     Easels and stands are not permitted at the burial site.
- 154           (3)     Permanent plantings are not permitted at the burial site, and will be  
155                    removed by the City.
- 156           (4)     Faded flowers, plastic, potted or fresh plants shall be removed from the  
157                    burial site in a timely manner or will be removed by the City.

158  
159           **Section 20-13. Right of entry by City.**

160           The City Manager, or his/her designee, and/or any person employed by the City and  
161 acting under the directions of the City, shall have the right to entry upon any cemetery lot for the  
162 purpose of cutting down or removing any and all weeds, tall grasses, underbrush, trash or  
163 routine maintenance or proceed in any manner deemed necessary to maintain the lot and/or  
164 cemetery premises in good condition.

165  
166  
167           **Section 20-14. Use of roadways and entrances.**

- 168           (a)     The roadways of the Hallandale Beach Cemetery are private thoroughfares  
169                    provided for the attendance at funerals, memorial occasions, visits to burial sites  
170                    or other similar cemetery business. No person shall use the roadways of

Hallandale Beach Cemetery as public thoroughfares for passage through the cemetery or any other purpose not related to the business of the cemetery.

- (b) No person shall climb over, go through or go over any wall, fence or hedge in the cemetery; or trespass in any manner upon cemetery property. Entry to the cemetery shall be through the established gateways or entrances during the established visitation hours.
- (c) Any and all violations of paragraphs a and b shall subject the violator to arrest for trespass pursuant to Chapter 810 of the Florida Statutes.

#### **Section 20-15. Prohibitions.**

The City of Hallandale Beach has established regulations for the operations of the Hallandale Beach Cemetery to ensure the sanctity of the cemetery is observed at all times. The following activities are prohibited in the Hallandale Beach Cemetery:

- (a) Except when in attendance at a funeral, burial visitation or cemetery business, bicycles and motorcycles are not permitted inside the Hallandale Beach Cemetery.
- (b) No dogs or domesticated pets, with the exception of guide dogs, are permitted in the Hallandale Beach Cemetery.
- (c) All persons entering on the grounds of the Hallandale Beach Cemetery are expected to conduct themselves with the strictest decorum at all times.
- (d) Violations of any of the above provisions will subject the violator to removal from the cemetery grounds.

#### **Division 2. Purchase and Conveyance of Real Property.**

##### **Section 20-16. Purchase and conveyance of real property.**

- (a) The City Manager shall be authorized to sign the documents necessary to purchase and convey real property, as authorized by a City Commission resolution in accordance with procedures set forth by the Standard Operating Procedures.
- (b) The City Manager, with the concurrence of the City Attorney, is authorized to convey parcels of real property acquired from the county as escheated properties or acquired by the City by donation or lien foreclosures, in such reasonable and expeditious fashions as are in the best interests of the City, and as will reduce the City's financial obligations, maintenance responsibilities, and liability

exposures, while at the same time returning the properties to the tax rolls through private ownership. Conveyances can be accomplished by the following:

- (1) Collaborating with the Hallandale Beach Community Redevelopment Agency through their established administrative policies and procedures for an affordable housing program; and
  - (2) The City Manager may use waivers of the City's zoning and land development code to achieve the laudable goals of affordable housing, encouraging capital and economic investment, and to stimulate affordable housing throughout the city, in combination with such conditions imposed on the appropriate property, including vacation of easements, alleys, rights-of-way and any other conveyance or reduction of the city's interest in real property, pursuant to Section 32-965 pertaining to variances, providing for notice to the public and consideration by the City Commission upon objection by the public or denial by the City Manager.
- (c) The authority conferred in this section shall not apply to any property purchased by the City for use as parks, utilities, public facilities or any public function; and the City Manager shall first find that no public purpose exists before conveying the property.
- (d) The City Manager shall place a notation on the agenda of the next regularly scheduled City Commission meeting advising of the disposition of the property.

**Section 20-17. Leases and franchises.**

- (a) The City shall have the power to grant, lease or renew any lease to the right to use the streets, highways, alleys, public grounds or buildings, and to grant franchises in connection with such power. No ordinance granting, renewing or leasing the right to use the streets, alleys, public grounds or buildings of the City to any private person, firm or corporation shall become a law or be effective in any way unless passed by a majority vote of all members of the Commission present at the meeting to consider such an ordinance; however no such grant, renewals or leases shall, in any event be effective for a period of time longer than forty-nine (49) years. No such grant, renewal or lease shall be transferable except by an ordinance adopted by the City Commission. Copies of all transfers and mortgages or other documents affecting the title or use of such grants,

renewals or leases shall be filed with the City Clerk within ten (10) days after execution.

(b) Nothing contained in this section shall be construed as limiting or applying to the power of the City which is expressly conferred to grant franchises or to enter into franchise contracts for the construction, maintenance and operation of any general railroad over, along or upon or across the streets, avenues, alleys and public places of the City.

(c) Any actions taken by the city, which did not conform to the Laws of the State of Florida, but which does comply with the provisions of this section are hereby ratified.

### **Division 3. Disposition of property**

#### **Section 20-18. Surplus Property.**

(a) Declarations.

(1) The City Manager is authorized to declare City-owned property which is no longer needed for a public use and with an estimated value of twenty thousand (\$20,000) dollars or less to be surplus property and disposed of such property.

(2) The City Manager may recommend that the City Commission declare any City-owned property which is no longer needed for public use and has a value in excess of twenty thousand (\$20,000) dollars to be surplus property. Any City property declared to be surplus by the City Commission may be disposed of in the manner declared by the City Commission, including but not limited to sealed bids, auction and negotiated sale.

(3) All other property declared surplus shall be disposed of pursuant to established Standard Operating Procedures.

#### **Section 20-19. Destruction of City Property.**

It shall be unlawful for any person to wantonly, willfully or maliciously mar, deface, injure or mutilate any of the city buildings, vehicles, equipment, furniture, street signs, traffic signs or traffic control equipment, or any other property of the City, or to cause such action to be done by



another. Any person or persons found to be in violation of this section shall be subject to arrest pursuant to Chapter 806 of the Florida Statutes and civil action.

**Division 4. Lost, Stolen and Abandoned Property.**

**Section 20-20. Records Custodian.**

Any officer or employee of the City coming into possession of lost, confiscated, impounded, captured or abandoned personal property shall immediately turn it over to the Chief of Police or designee who is the designated custodian of such property. The Custodian shall keep proper, adequate and complete records of the property, including a short description, time of acquisition, how acquired, and final disposition made of property, and if sold, the proceeds of the sale.

**Section 20-21. Disposition.**

- (1) All lost, confiscated, impounded, captured or abandoned personal property shall be disposed of by the Custodian in compliance with the applicable state statutes; Sections 274.06; 705.103; 705.105 and 932.7055.
- (2) In the event the City chooses to dispose of any of the lost, confiscated, impounded, captured or abandoned personal property by sale; the sale and/or auction shall be conducted in accordance with the Standard Operating Procedures established by the City Manager.
- (3) Nothing provided in this division shall prevent the lawful owner of such property from reclaiming the property upon proof of ownership and the reimbursement to the City for any costs it may have incurred relative to its having custody of the property. The City shall not be liable to any owner for lost or damage of any property, not timely claimed by the lawful owner and disposed of by the City pursuant to its lawful authority.

\*\*\*\*\*

**SECTION 3.** Chapter 23 "Procurement Code" of the Code of Ordinances of the City of Hallandale Beach, Florida is hereby created to read as follows:

**CHAPTER 23. PROCUREMENT CODE.**

**ARTICLE I. Purchasing.**

**Section 23- 1. Short Title.**

This Chapter shall be known and may be cited as the Procurement Code of the City of Hallandale Beach.

**Section 23-2. Renaming of Department and Purpose.**

The General Services Department shall henceforth be known as the Procurement Department. The underlying purpose shall be as follows:

- (1) To provide the city with a unified purchasing system with centralized responsibility that allows for the delegation of purchasing authority;
- (2) To provide increased economy in city procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the city;
- (3) To obtain in a cost-effective and responsive manner the supplies, services and construction required by city departments in order for those departments to better serve the city's businesses and residents;
- (4) To provide safeguards for the maintenance of a procurement system of quality and integrity;
- (5) To provide for increased public confidence in the procedures followed in public procurement;
- (6) To ensure the fair and equitable treatment of all persons who deal with the procurement system in the city;
- (7) To simplify, clarify, and modernize the law governing procurement by this city;
- (8) To foster effective broad-based competition within the free enterprise system;
- (9) To permit the continued development of procurement policies and practices; and
- (10) To ensure that the city purchases recycled and other environmentally preferable products whenever the products meet the price and performance requirements of the city.

350           **Section 23-3. Definitions.**

351           The following words, terms and phrases, when used in this chapter, shall have the  
352 meanings ascribed to them in this section, except where the context clearly indicates a different  
353 meaning:

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

356  
357           *Amendment* means the method of changing the terms and conditions or requirements of  
358 a contract or agreement after its execution. All amendments must be approved in writing and  
359 signed by the City Manager and Contractor. Amendment must include all changes in terms and  
360 /or conditions including total amount of the amended contract.

361  
362           *Award* means the acceptance of a bid, offer or proposal by the proper authorized  
363 designee. The City Commission must approve all awards over the authority of the City  
364 Manager, with the exception of emergency purchases.

365  
366           *Bids* means a written offer submitted to the city by a prospective offeror to furnish  
367 specific services, supplies, or construction services in response to an invitation for bid.

368  
369           *Bid Bond* means a sum of money, which could be in the form of a cashier's check,  
370 irrevocable letter of credit, money order or a bond issued by a surety, deposited with a bid or  
371 proposal guaranteeing the bidder or offeror will not withdraw the bid or proposal for a specific  
372 period of time, will furnish bonds as required, and will accept a contract, if awarded, or forfeit the  
373 bid bond.

374  
375           *Bid Performance Bond* means a sum which is issued usually by a surety assuring the  
376 City that once the contract is awarded, the contractor will meet its obligations under the contract.

377  
378           *Bid waiver* means a process, whereby supplies or services may be procured without  
379 formal competitive bidding process when determined to be in the best interest of the city.

380           *Blanket purchase order* means a purchase order under which a party agrees to provide  
381 supplies or services to the city on a demand basis, acceptance of which constitutes a contract.

382  
383           *Certificate of Insurance* means a certificate issued by a reputable insurance company

evidencing that the company has the appropriate insurance.

*Change Order* means a written alteration to a formal contract or purchase order entered in accordance with the terms of the contract or in accordance with the solicitation.

*City* means the City of Hallandale Beach, Florida.

*City Manager* means the City Manager of the City of Hallandale Beach, Florida, and/or authorized designee.

*Commission* means the Mayor and City Commission of the City of Hallandale Beach, Florida.

*Community Benefit Plan* means a plan that may be required for Capital Construction projects if it meets the feasibility threshold as established by policy. When a solicitation requires it 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. The benefits should include the approach for ensuring that both Prime and Subcontractors utilize local residents in every phase of the project of the City, community outreach, mentoring, training, apprenticeships, or any other types of identifiable ancillary benefits for the community. The City Manager may only waive this requirement if the highly technical nature of the work makes the Community Benefit component unfeasible.

*Consultant* means one who provides professional advice or services including, but not limited to: attorneys, architects, engineers, surveyors and accountants.

*Consultants' Competitive Negotiation Act* means Section 287.055, Florida Statutes, as periodically amended.

*Contract* means all types of binding documents for the procurement and disposal of supplies, services and construction, including Purchase Orders,

*Contract Administrator* means City Manager duly authorized designee requesting items and/or services and the designated City contact for the particular contract.

*Contractor* means any person or entity having a contract with the City of Hallandale Beach.

*Contractual Services* includes, without limitation, printing; gas; fuel; cleaning services; purchase, installation, rental, repair and maintenance of equipment; machinery; construction and consultant contracts and other personal property; lease of real property and office space by the City as lessee; and all other contractual supplies, materials equipment and services not specifically excluded from these procedures.

*Construction* means the process building, altering, repairing, improving, or demolishing any structure or building or roadway or utility or other improvements of any kind to any real property owned or under the control of the City. It does not generally include the routine operation, repair, or maintenance of existing structures, buildings, or other real property. F.S. 255.20.

*Construction of Utilities* means all such reservoirs, sewerage systems, trunk sewers, intercepting sewers, pumping stations, wells, intakes, pipelines, distribution systems, purification works, collecting systems, treatment and disposal works, airports, hospitals, jails and golf courses, and gas plants and distribution systems.

*Cooperative Purchasing* means the procurement conducted by or on behalf of more than one (1) public procurement unit. The combining of requirements of two (2) or more public procurement units, in order to obtain the benefits of volume purchases and/or reduction in administrative expenses.

*Debarment* means the exclusion of a person or business from participating in a procurement activity for an extended period of time, as specified by law, because of an illegal or irresponsible action.

*Design-Build Contract* means a single contract with a design-build firm for the design, and construction of a public construction project.

*Design-Build Firm* means a partnership, corporation, or other legal entity that:

1. Is certified under Section 489.119, Florida Statutes, to engage in

- contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
2. Is certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319, Florida Statutes, to practice or to offer to practice landscape architecture. Code of Ordinances, Section 23-226(1);(2).

*Design Criteria Package* means performance oriented drawings or specifications of the public construction project. The design criteria package must furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the City's request for proposal, or to permit the City to enter into a negotiated Design-Build Contract.

*Design Criteria Professional* means a firm which holds a current certificate or registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract by the City to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

*Designee* means a duly authorized representative.

*Director of Procurement* means the person holding the position established by the City's Code of Ordinances Article VI. Section 6.05 Powers and Duties.

*Discount from list contracts-* means those contracts whereby price is determined by applying a percentage discount from an established catalog or list price.

*Domestic Partner* shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a

jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County.

*Domestic Partner Benefits Requirement* means 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. The requirement will be included in solicitations.

*Emergency* means a situation or occurrence of a serious nature involving urgent and extreme matters of public health, safety, and welfare, or which requires the safeguarding of City assets.

*Employee-* means an individual employed by the City drawing a salary or wages from the City.

*Equal Benefits* means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

*Equal Benefits Requirements* - As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify by providing the Domestic Partnership Certification Form, 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 Domestic Partnership Certification Form shall be signed by an authorized officer of the Contractor and submitted with the solicitation response. Failure to provide the Domestic Partnership Certification Form 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.
- (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.
  - 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.

*Evaluation Committee* means a group of three (3) or more persons selected by the City Manager to review Proposals received in response to an RFP. The Evaluation Committee may include persons who are not employed by the City.



*Evaluation Sheet* means the forms used by the evaluators to evaluate proposals. Each evaluator shall sign and date his or her evaluation sheet. The factors included in the Evaluation Sheet are factors related to management capability, technical capability, manner of meeting performance requirements, cost and other important considerations which were incorporated.

*Field Purchase Order (FPO)* means a document which encumbers the funds and must be approved using the same steps as a requisition. FPO's are used in situations when a purchase order is not required and a direct check is requested.

*Grant* means the furnishing by the City or a City authorized not-for-profit provider of assistance, whether financial or otherwise, to any person to support a program or activity, or the furnishing to the City of such assistance by another person or federal or state agency.

GSA Federal General Services Administration establishes long-term government-wide contracts. Local government entities **may only purchase** goods and services related to information technology from GSA Schedule 70, Information Technology, Consolidated (formerly Corporate Contracts) Schedule contracts containing IT Special Item Number (SIN) and Disaster Recovery Purchasing to recover from a major disaster. GSA Government-wide acquisition Contracts (GWACs) are not authorized for use by local government entities under Section 211 of the E-Government Act of 2002.

*Informal Bids* means process utilized to obtain prices for goods and supplies for all purchases up to fifty thousand (\$50,000) dollars. The acceptable methods are faxed, emailed or mailed written price quotations.

*Lobbyist Regulations* stipulates that all persons, firms, organizations and corporations seeking procurement from the City or the award of funds for goods and services must submit a completed and notarized Lobbyist Registration Form/Oath to the City Clerk's Office prior to contacting a member or members of the City Commission regarding the City procurement. The Lobbyist Registration must disclose each party, person, principal, and/or client represented on city matters.

588           *Local City of Hallandale Beach vendor.*

589           A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has  
590 a valid homestead from Broward County Property Appraiser's in the City's limits and the  
591 resident owns a business within the City limits with a valid business tax license issued by  
592 the City that authorizes the business to do business in the City and that authorizes the  
593 business to provide the goods, services or construction to be purchased. The valid  
594 business tax license shall have been issued by the City at least one (1) year prior to the  
595 bid or proposal due date, The business must have a physical address located within the  
596 City limits. Post office boxes shall not be utilized for the purpose of establishing said  
597 physical address. Proof of business tax license must be submitted with response to the  
598 solicitation. Proof of the homestead must be submitted with the response to the  
599 solicitation. The homestead shall have been issued by the County at least one (1) year  
600 prior to the bid or proposal due date,

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

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

617           *Lowest responsible bid or lowest responsible quotation-* means the lowest bid or

quotation received that best responds in quality, fitness and capacity to the requirements of the proposed work or usage, as specified, from a vendor deemed responsible and responsive to the invitation to bid or solicitation for a quotation. In determining the lowest responsible bid or quotation, the following shall be considered, in addition to price:

- (1) The quality of commodities or services offered;
- (2) The ability, capacity, and skill of the vendor to perform the contract or provide the commodities or services required;
- (3) Whether the vendor can perform the contract or provide the commodities or services promptly, or within the time specified, without delay or interference;
- (4) The sufficiency of the vendor's financial resources and the effect thereof on the vendor's ability to perform the contract or provide the commodities or services;
- (5) The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
- (6) The quality of vendor's performance on previous orders or contracts for the city;
- (7) Litigation by the vendor on previous orders or contracts with the city;
- (8) Compliance by the vendor with federal, state and local laws and ordinances relating to the subject of the purchase or contract;
- (9) The ability of the vendor to provide future maintenance and service where such maintenance and service is essential;
- (10) Internal cost of vendor's proposal, including any additional expenditure required by the city to complete the project or purchase; and
- (11) Life cycle costs, including costs of purchase, maintenance, and disposal, less residual value over the expected life of the product.

*Payment Bond* mean a promise of a surety assuring payment to all persons supplying labor or materials in the work provided for in a contract. The City has the discretion of requesting a payment bond when the construction contract is \$250,000.00 or less.

*Person* means any business, corporation, partnership, individual, union, agency, committee, club, organization, or group of individuals.

*Performance Bond* means a promise of a surety, sometimes referred to as "completion bond," assuring the City that once the contract is awarded, the contractor will perform its

obligations under the contract.

*Procurement* buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services and construction. It also includes all functions that pertain to the obtaining of any supplies, service, and construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.

*Professional Services* means any services where the City is obtaining advice, instruction, or specialized work from an individual, firm or agency specifically qualified in a particular area. Professional services may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability.

*Protest* means a written complaint presented to the Director of Procurement in reference to the award of a contract which resulted from an RFP, RFQ, or Bid.

*Public Bid Disclosure Act* – Florida Statutes Chapter 218.80 – When a Department wishes to release a construction bid or RFP, all of the City's permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the City must be disclosed. If the RFP does not require the response to include a final fixed price, the City is not required to disclose any fees or assessments in the RFP. However, at least ten (10) days prior to requiring the contractor to submit a final fixed price for the project, the City shall make the disclosures required by Florida Statutes Chapter 218.80.

*Public Records* means those records as defined in Florida Statutes Chapter 119.

*Purchase* means the words used in a solicitation to describe the supplies, services, and construction to be purchased, and includes specifications attached to, or made a part of the solicitation.

*Purchase Order* means a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction

ordered, and applicable terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and its execution by the vendor. A purchase order binds the vendor in a contractual relationship with the City.

*Request for Proposal* means a solicitation for proposal to provide a solution to a problem or a course of action or a determination of data findings useful to the City. An RFP is characterized by description of the desired results and a scale of how the proposals will be evaluated to obtain the results. Negotiation on any part of the RFP is permissible. The RFP includes all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Compensation paid to a proposer is negotiated once the top rated proposer has been determined.

*Request for Quotation* is an informal request for prices normally used for procurement below the formal contract threshold. The Request for Quotation includes all documents whether attached or incorporated by reference, included in a solicitation for quotations.

*Request for Qualifications* (prequalification of bidders) is the screening of potential vendors in such factors as financial capability, reputation, professional expertise and management in order to develop a list of qualified vendors. Once the list of pre-qualified vendors is created, a bid or RFP is created and released to the pre-qualified list.

*Responsible Bidder* means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

*Responsive Bidder* means a person who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a Responsive Bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the bid documents to be submitted at the time of bid opening.

*Services* mean the furnishing of labor, time, specifications and technical assistance by a contractor. This term shall not include employment agreements or collective bargaining agreements, but shall include both professional and general services.

720  
721       *Sole Source* means the only source known to be able to perform a contract, or the one  
722 source that among others that, for justifiable reason, is found to be the most advantageous for  
723 the purpose of contract award.

724  
725       *Specifications* mean any description of the physical or functional  
726 characteristics or of the nature of a supply, service and construction item. It may include a  
727 description of any requirement for inspecting, testing or preparing a supply, service and  
728 construction item for delivery. Specifications may also contain provisions for inclusion of factors  
729 which will lead to the ultimate calculation of lowest total cost. All specifications shall seek to  
730 promote overall economy for the purposes intended, and encourage competition in satisfying  
731 the City's needs and shall not be unduly restrictive.

732  
733       *Supplies*- shall mean and include all supplies, materials, and equipment.

734  
735       *Sunbiz* means the website maintained by the Florida Department of State, Division of  
736 Corporation listing all companies incorporated in the State of Florida, including registered  
737 fictitious names and foreign corporations.

738  
739       *Surplus Property* means City-owned which is no longer needed for public use.

740  
741       *Tax Savings Direct Purchases* The City of Hallandale Beach is recognized by the State  
742 of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an  
743 exemption from Florida and all other state sales taxes on the purchase of tangible personal  
744 property if certain criteria are met. The City may realize savings of sales tax on selected  
745 material and equipment needed for use in public works contracts. Public works contracts are  
746 projects for public use or enjoyment, financed and owned by the City, in which private firms  
747 install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section  
748 212.08(6) Florida Statutes. The City will implement the DPTSP for projects of \$1 million or  
749 above.

750  
751       *Unit price* mean the cost per unit of a product or service.

752  
753       *Using agency* is any department, agency, commission, bureau or other unit to the city  
IWO 2012-357 (VLW) 22 ORD. NO. 2013 - 03

government using supplies or procuring contractual services.

*Vendor* means an actual or potential supplier of an item, service, and construction.

*Vendor Performance* means an action or inaction taken by a vendor under a contract, purchase order, or other binding agreement with the City. Nonperformance, which is an action or inaction, which does not comply with the specifications, and/or terms and conditions of a contract or purchase order.

**Section. 23-3. - Competitive bidding required.**

- (a) All purchases of and contracts for equipment, supplies and contractual services, when the estimated cost shall exceed fifty thousand (\$50,000.00) dollars, except as specifically provided in this section, shall be based, wherever possible, on competitive bids. The City Manager is authorized to purchase and contract for equipment, supplies and contractual services and pay for a construction change order(s) when the cost do not exceed ten (10%) percent of the contract costs or fifty thousand (\$50,000.00) dollars, whichever is less, without further City Commission approval.

**Section. 23-4. - Formal contract procedure.**

All equipment, supplies and contractual services, except as otherwise provided in this section, when the estimated cost shall exceed fifty thousand (\$50,000.00) dollars shall be purchased by formal, written contract from the lowest responsive, responsible bidder, after due public notice inviting proposals has been given; however, the City Commission, upon request of the City Manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the city.

**Section. 23-5. - Award of contract.**

- (a) The City Manager shall have the authority to recommend to the City Commission award of contracts.

(b) 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. After placement on the agenda, the City Commission reviews the City Manager's recommendations and may direct any communications, inquiries or questions regarding the contract award to or through the City Manager. In accordance with administrative procedures and policies, and the City's lobbying ordinance, all persons, firms, organizations and corporations seeking a procurement from the City or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the City Clerk's office prior to contacting a member or members of the City Commission regarding a city procurement. Lobbyists shall cease all contact and communication with the City Commission within the period of time as stated in the lobbying ordinance before the date set for a decision on a matter, unless contacted by a City Commissioner.

(c) Local Preference:

In the award of bids and the determination of the lowest, best and responsible bidder, the City Commission may award a preference based upon vendors, contractors or subcontractors who are local with a preference as follows:

Purchases and contracts within the authority of the city manager may also give consideration to local preference by application of the guidelines in this subsection.

Submittal Requirements:

If a nonlocal proposer submits a bid or proposal that includes subcontractors that qualify for Tier 1, Tier 2 or Tier 3 local vendor, in order to receive local preference consideration, the proposer must identify all local vendors that will be utilized as



subcontractors, and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

Conditions:

(1) A vendor/business can only qualify for one tier preference level.

(2) A vendor/business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Tier 1-3 status.

(3) A vendor/business that operates through a post office box shall not be eligible to qualify for Tier 1-3.

Process to apply the LVP to Bids

(1) Competitive bid Tier 1 Local Vendor Preference.

When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the Tier 1 local vendor is within ten (10) percent of the lowest price submitted by any vendor, the Tier 1 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the Tier 1 local vendor submits a bid that matches the lowest responsive bid, then the award will go to the Tier 1 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

(2) Competitive bid Tier 2 Local Vendor Preference.

When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the Tier 2 local vendor is within five (5) percent of the lowest price submitted by any vendor, the Tier 2 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the Tier 2 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the Tier 2 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

(3) Competitive bid Tier 3 Local Vendor Preference.

When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by the Tier 3 local vendor is within two and half (2.5) percent of the lowest price submitted by any vendor, the Tier 3 local vendor shall have an option to submit another bid to match the lowest responsive bid. If the Tier 3 local vendor submits a bid which matches that lowest responsive bid, then the award will go to the Tier 3 local vendor. If not, the award will be made to the vendor that submits the lowest responsive bid.

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

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

If multiple local vendors submit bids which are within ten (10) percent of the lowest bid, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the Tier 1 local vendor submitting the lowest BAFO providing that the BAFO at least matches the lowest bid received in the original solicitation. If no Tier 1 local vendor can beat the lowest bid by matching it, then the process will be repeated with Tier 2 and Tier 3 local vendors who have submitted a bid which is within two and one-half (2.5) percent of the lowest bid. If no Tier 1, Tier 2 or Tier 3 local vendor can submit a BAFO that matches the lowest bid submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of the Tiers.

#### Application of Local Vendor Preference for Requests for Proposals:

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 (\$) 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.

Request for Qualifications (RFQ) and Consultants Competitive Negotiation Act (CCNA):

For Contracts awarded pursuant to the Consultants Competitive Negotiation Act (CCNA) and through Request for Qualifications the applicability of the Local Vendor Preference is as follows:

The percentages reflect the amount of total project work, which shall be equated to the project dollars, assigned to the Tier 1, Tier 2 or Tier 3 local vendor. The location of qualified entities shall be considered in determining the qualification for professional service governed by the Consultants Competitive Negotiation Act and through an RFQ process.

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.

Exceptions to applicability of Local Vendor Preference.

- (a) No Tier 1, Tier 2 or Tier 3 local vendor preference will be included in any competitive solicitation where the City is the lead agency for the Southeast Florida Cooperative Purchasing Group.
- (b) Utilization of a state or other agency contract.
- (c) State or federal law prohibits the use of local preference.
- (d) The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
- (e) Sole source or single source purchases.
- (f) The Tier 1, Tier 2 or Tier 3 local vendor" is either non-responsive or non-responsible.
- (g) All bids submitted exceed the budget amount for the project.
- (h) Emergency purchases.
- (i) The City Manager and/or the Commission may exempt any competitive solicitation from the local vendor preference.

**Section 23-6. Purchases over \$25,000.**

The City Manager shall have discretion to establish guidelines for purchases over twenty-five thousand (\$25,000) dollars but less than fifty thousand (\$50,000) dollars.

**Section. 23-7. - Exception to bid requirements.**

Only the following situations are exempted from the competitive bid requirements of this article:

- (1) *Emergency purchases.* In urgent cases of compelling emergency which require the immediate purchase or repair of equipment, supplies or contractual services, the city manager is empowered to secure, by open market procedure at the lowest obtainable price, any equipment, supplies, repairs or services not exceeding fifty thousand (\$50,000.00) dollars. The

City Manager shall place a notation on the agenda of the next regularly scheduled City Commission meeting advising of the emergency purchase.

(2) *Professional services.* Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this article; however, a formal written contract, approved by the commission, shall be required for all such contracts in excess of twenty-five thousand (\$25,000.00) dollars, and any applicable state law, such as the Consultant's Competitive Negotiation Act, shall be followed.

(3) *Noncompetitive supplies.* Noncompetitive supplies, available only from one source, such as unique, patented or franchised supplies, are exempt. The City Manager is authorized to purchase and contract for noncompetitive supplies in excess of fifty thousand (\$50,000.00) dollars, provided authorized funds are available in the annual budget and records of purchases exceeding \$50,000.00 are available for review in the Procurement Department.

(4) *No bid received.* Where no bid has been received after publication of a bid proposal; however, such purchases in excess of fifty thousand (\$50,000.00) dollars require a formal, written contract approved by the City Commission.

(5) *Unique circumstances.* Where the City Commission finds unique circumstances to establish that competitive bidding is not in the best interest of the City; however, such purchases in excess of fifty thousand (\$50,000.00) dollars shall require a formal, written contract approved by the City Commission. The City Commission, upon request by the City Manager, may waive the requirement for a formal written contract when such a contract would not be in the best interest of the City.

- (6) *Bids and contracts from other entities.* The City Manager is authorized to use competitive bids and formal contracts from other entities under the same limitations as described in Section 23-8.

**Section. 23-8. - Cooperative purchasing.**

The City Manager may procure, without following formal contract procedure, all supplies, materials, equipment and services, except for those services described in [subsection] 23-7(2), which are cooperative purchases and shall have the authority to join with other units of government in cooperative purchasing plans or to purchase pursuant to formal written contracts or competitive bids of other governmental units, when the best interests of the City would be served.

**Section. 23-9. - Appropriations required.**

- (a) No obligation for expenditures of city funds may be incurred except pursuant to, and only to the extent of, a specific appropriation of funds in the budget. This provision shall apply, without being limited to, any formal or informal contractual obligation for the purchase of lease supplies, services or equipment, and personal services. No money may be drawn from the treasury of the city nor may the appropriate City officials execute any check, draft, warrant, note or other negotiable instrument, except pursuant to, and only to the extent of, a specific appropriation of funds in the budget to be debited for such payment.

- (b) No obligation for the expenditure of money, nor drawing of funds from the treasury, in excess of one thousand (\$1,000.00) dollars may occur unless there is a written certification from the Finance Director or his/her designee certifying that there exists an adequate unencumbered balance of appropriate and available funds.

- (c) The City Manager, in a matter of public necessity, may incur obligations or expend funds, not in excess of fifty thousand (\$50,000.00) dollars without complying with this article or the requirements for public bidding, provided that he/she places the ratification of these expenditures on the first regularly

1042 scheduled Commission meeting occurring after the incursion or expenditure. In  
1043 an emergency involving urgent, and extreme matters of public health, safety or  
1044 welfare, the City Manager may exceed this monetary limitation, provided that, on  
1045 the same business day that he/she takes such action, the City Manager shall  
1046 request that a Special Commission meeting be held at the earliest possible time,  
1047 to ratify that action.

1048  
1049  
1050 **Section. 23-10. - Appropriations for outstanding purchase orders.**

1051  
1052 A duly authorized appropriation of any given fiscal year shall continue to be a  
1053 valid appropriation of a subsequent fiscal year, without appropriation or inclusion in the  
1054 later year's budget, providing that the expenditure pursuant to such appropriation has  
1055 been authorized by the City Commission or a properly executed purchase order is  
1056 outstanding at the end of the fiscal year of the original appropriation. Authority to  
1057 complete such purchase and expenditure is granted; and if the expenditure is not  
1058 completed after a reasonable time, the City Manager is authorized and directed to  
1059 cancel and close out the unexpended balance of the appropriation.

1060  
1061 **Section. 23-11 Procedures for purchases in excess of \$50,000.**

1062  
1063 Except as otherwise provided in this division, the purchase of commodities or services of  
1064 an estimated value in excess of fifty thousand (\$50,000.00) dollars shall be approved by the City  
1065 Commission and may be by purchase order and/or other written contract with the vendor  
1066 submitting the lowest responsible bid whose bid has been solicited, received and approved,  
1067 pursuant to the following procedures:

- 1068  
1069 (1) Advertisements. Notice Inviting solicitations. Except of those solicitations  
1070 that are required by statute to be advertised in a newspaper, notices  
1071 inviting solicitations shall be published electronically. A general  
1072 description of the commodities or services to be purchased, a statement  
1073 of where the solicitation documents may be obtained, and the date, time  
1074 and place of receipt is to be provided.



1076 (2) Security (bid bonds). When the estimated cost of a contract is one  
1077 hundred and fifty thousand (\$150,000.00) dollars or higher, or when  
1078 otherwise deemed necessary by the City Manager, security in the form of  
1079 a bid bond issued by a surety company licensed to do business in the  
1080 state or a cash bond in an amount equal to ten (10%) percent of the bid  
1081 shall be prescribed in the public notices inviting bids. When the City  
1082 Manager deems it necessary to require a bid bond for bids less than one  
1083 hundred and fifty thousand (\$150,000.00) dollars, the bond shall be in an  
1084 amount equal to five (5%) percent of the bid. A vendor shall forfeit a bid  
1085 security upon a refusal or failure to execute the contract within fifteen (15)  
1086 calendar days of the Notice of Award of contract, unless the City is solely  
1087 responsible for the delay in executing the contract. The City Commission  
1088 may, upon the refusal or failure of the successful vendor to execute the  
1089 contract, award the contract to the next lowest vendor.

1090  
1091 (3) Bid opening procedures. Sealed written bids shall be returned to the City  
1092 and identified as bids on the envelope, together with other information as  
1093 may be specified in the invitation to bid. Bids shall be opened in public on  
1094 the date and at the time and place stated in the public notices as  
1095 specified by Florida Statute.

1096  
1097 (4) Rejection of bids. The City Commission may authorize the City Manager  
1098 to:

- 1099  
1100 a. Reject all bids; or  
1101 b. Reject all bids and re-advertise for bids, pursuant to the procedure  
1102 prescribed in this section.

1103  
1104 (5) Performance and payment bonds. A performance bond and a payment  
1105 bond, or a "contract bond" combining the elements of a performance and  
1106 a payment bond, issued by a surety company licensed to do business in  
1107 the state, may be required before entering into a contract, in an amount at  
1108 least equal to the contract price or such higher amount as may be found

reasonably necessary to protect the best interests of the city except, in limited circumstances, such as incremental services contracts or blanket purchase orders, where it has been determined by the department director that the potential liability resulting from the performance or payment under the contract is an amount less than the full contract price. If such bond is required, the form and amount of the bond shall be described in the notice inviting bids. Bonds required hereunder shall be subject to all other provisions of this section and this Code.

(6) Security in lieu of performance and payment bonds. In lieu of the bond required by this section, a contractor may file with the city an alternative form of security in the form of cash, money order, certified check, cashier's check, an irrevocable letter of credit, or security of a type listed in F.S. § 625.301 et seq. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the city as described in subsection (5) of this section shall make the determination of the value of the alternative form of security.

(7) Change orders. Any change in the contract price, scope of work or time for completion of any project following the award of a contract shall be by a written change order, approved by the City Manager and executed with the same formalities as the contract. However, the City Manager may approve and execute change orders without city commission approval subject to the following limitations:

a. The City Manager may approve any change orders, which do not exceed fifty thousand (\$50,000) dollars, for up to a maximum of ten (10%) percent over the award of the City Commission. The scope of any project may not be changed without prior approval of the City Commission. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

- b. Contract price decreases may be approved without limitation.
- c. No change order shall materially change the scope of the work unless approved by the City Commission.
- d. In the event the lowest, most responsive and responsible bid for a project exceeds available funds, and the city commission does not make available additional funds, the City Manager is authorized, when time or economic considerations preclude re-solicitation of bids, to negotiate an adjustment of the bid price as long as the scope of work is not materially changed with the lowest, most responsive and responsible bidder, in order to bring the bid within the amount of available funds. Final negotiations shall be in written form as approved by the City Manager.

- (8) Demonstration of products. All departments that engage firms in the demonstration, inspection and/or testing of supplies or services for which no formal solicitation has been advertised, must involve the Procurement Department in the demonstrations and/or testing. Where there would be an eventual solicitation for the products and/or services which have previously gone through a demonstration and/or inspection, it must be made known at the pre-bid meeting for the particular solicitation released.

#### **Section 23-12. Protests 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.

1177 (2) Form and Content of Protest

1178 The protest shall be filed in writing with the Director of Procurement and shall state the  
1179 contested information about the RFP, RFQ or Bid.

1180  
1181 The Procurement Director will provide a copy of the written protest to the City Attorney  
1182 and other appropriate City staff.

1183  
1184 (3) Protest Filing Fee

1185 The written protest must be accompanied by a filing fee in the form of a money order or  
1186 cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent  
1187 of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five  
1188 thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may  
1189 be adjudged against the protestor in any administrative or court proceeding. If a protest is  
1190 upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any  
1191 costs assessed under section 4. "Costs" below.

1192  
1193 (4) Costs

1194 All costs accrued from a protest shall be assumed by the protestor.

1195  
1196 (5) Authority to resolve protests

1197 The Procurement Director shall have the authority, subject to the approval of the City  
1198 Manager and the City Attorney, to settle and resolve any written protest within thirty (30) days  
1199 after receipt of the written protest.

1200  
1201 (6) Special Magistrate

1202 In the event the protest is not resolved by the Procurement Director, a hearing shall be  
1203 scheduled by the City before a special magistrate selected by the City, who shall only determine  
1204 whether procedural due process has been afforded, whether the essential requirements of law  
1205 have been observed, and whether the Procurement Director's finding are arbitrary, capricious,  
1206 or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the  
1207 special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the  
1208 institution of any civil action regarding the same subject matter.

**Section 23-13. 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 city commission 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

1245 opening of bids/receipt of proposals and the time the City manager  
 1246 presents his/her written recommendation to City Commission;  
 1247  
 1248 (4) Emergency procurements;  
 1249  
 1250 (5) Communications with the City Attorney;  
 1251  
 1252 (6) Sole source procurements;  
 1253  
 1254 (7) Those purchases that are exempted from competitive requirements in  
 1255 accordance with section 23-7  
 1256  
 1257 (8) Bid waivers;  
 1258  
 1259 (9) Oral presentations before selection/evaluation committees and  
 1260 communications occurring during duly noticed meetings of  
 1261 selection/evaluation committees;  
 1262  
 1263 (10) Public presentations made to the city commission and communications  
 1264 occurring during any duly noticed public meeting;  
 1265  
 1266 (11) Communications in connection with the collection of industry comments  
 1267 or the performance of market research regarding a particular RFP, RFQ,  
 1268 RFLI, ITB or any other advertised solicitation by the purchasing staff;  
 1269  
 1270 (12) Contract negotiations that occur after an award; and  
 1271  
 1272 (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any  
 1273 other advertised solicitation between the city manager and his/her staff,  
 1274 and the mayor and city commission and their staff.  
 1275  
 1276 (d) Procedure.  
 1277 (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ,  
 1278 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.

## **ARTICLE II. DESIGN-BUILD PROCUREMENT METHOD.**

### **Section. 23-14. - Definitions.**

### **Section. 23-15. - Use of design-build contracts.**

### **Section. 23-16. - Method of project selection and participation.**

**Section. 23-14. – Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Consultants' Competitive Negotiation Act* means F.S. § 287.055, as periodically amended.

*Design-build contract* means a single contract with a design-build firm for the design and construction of a public construction project.

*Design-build firm* means a partnership, corporation, or other legal entity that: (1) Is certified under F.S. § 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or (2) Is certified under F.S. § 471.023 to practice or to offer to practice engineering; certified under F.S. § 481.219 to practice or to offer to practice architecture; or certified under F.S. § 481.319 to practice or to offer to practice landscape architecture.

*Design criteria package* means performance oriented drawings or specifications of the public construction project. The design criteria package shall furnish sufficient information to permit design-build firms to prepare a bid or a response to the City's request for proposal, or to permit the City to enter into a negotiated design-build contract. The design criteria package shall specify performance based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layout and conceptual design criteria for the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

*Design criteria professional* means a firm which holds a current certificate or registration under F.S. Ch. 481 to practice architecture or landscape architecture or a firm which holds a current certificate as a registered engineer under F.S. Ch. 471 to practice engineering and who is employed by or under contract by the City to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.



**Section 23-15. - Use of design-build contracts.**

(a) *Competitive proposal selection process.* The competitive proposal selection process involves a three-phase design-build process.

(1) *Design criteria package.*

- a. All design-build projects require a design criteria package.
- b. The design criteria package shall be prepared and sealed by a design criteria professional, employed by or retained by the City.
- c. Should the City elect to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted in accordance with the requirements of sections (4) and (5) of the Consultants' Competitive Negotiation Act.
- d. A design criteria professional who has been selected to prepare the design criteria package shall be ineligible to render services under a design-build contract executed pursuant to the design criteria package.

(2) *Public announcement.*

The City shall publicly announce in a uniform and consistent manner, the fact that design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the City Manager. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

(3) *Design-build firm selection.*

- a. The qualification and selection of at least three design-build firms shall be made based on qualifications, availability, and past work of the firms, including the partners or members of such firms.

- b. The City Manager shall select three firms submitting the best proposals and shall present the proposals to the City Commission.
- c. The City Commission shall make the final selection of the design-build firm for the public construction project based on qualifications, availability, experience and related factors of the three (3) firms.
- d. The City Manager is authorized to develop additional procedures for use of the competitive proposal selection process for design-build contracts by the City.
- (b)
- (1) *Qualifications-based selection process.* The qualifications-based selection (QBS) is a two-phase, simplified procurement process not requiring the creation and submission of a design criteria package.
- (2) *Design-build firm selection.*
- a. If the City uses the qualifications-based selection (QBS) method, the City shall employ or retain a licensed design professional appropriate to the project to serve as its representative.
- b. The QBS method shall include the qualification and selection of at least design-build firms, based on the qualifications, availability, past work of the firms including partners or members of such firms.
- c. The selection of at least three firms shall be made by the City Manager and presented to the City Commission for final approval of one firm.
- (3) *Public announcement.* The City shall publicly announce in a uniform and consistent manner, the fact that the design criteria professional services and design-build services are required, except in cases of valid public emergency as declared by the City. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design criteria professionals and design-build firms may submit proposals.

**Section. 23-16. - Method of project selection and participation.**

- (a) Prior to the implementation of each proposed construction project, the City Commission may determine which construction method to use based on the nature of the project and the City's needs and capabilities. The City Commission

may reject both design-build methods contained in this article and instead implement the traditional design-bid-build method of contracting.

(b) Prior to the implementation of each proposed construction project, the City Commission shall also determine whether to use staff or retain an outside design criteria professional.

(c) All final agreements pursuant to this article shall be subject to the approval of the City Commission following recommendations made by the City Manager. The City Commission reserves the right to reject all proposals.

(d) In the case of a public emergency presenting certain conditions that might adversely affect the life, safety, health or welfare of the residents of the City, or when City employees, property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address noncompliance with state statutes or other regulatory laws and permits or situations which may cause major financial impact to the City should immediate action not be taken, the City Manager is authorized to negotiate with the best design-build firm available at the time, and award a design-build contract. The emergency design-build contract shall be presented to the City Commission for ratification at the next scheduled Commission meeting.

**SECTION 2. Conflict.** All ordinances or portions of the Code of Ordinances of the City of Hallandale Beach in conflict with the provisions of this ordinance shall be repealed to the extent of such conflict.

**SECTION 3. Severability.** Should any provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

**SECTION 4. Codification.** It is the intention of the Mayor and City Commission that the provisions of this ordinance be incorporated into the Code of Ordinances; to effect such intention the words "ordinance" or "section" may be changed to other appropriate words.

**SECTION 5. Effective date.** This Ordinance shall take effect immediately upon adoption.

1447 PASSED AND ADOPTED on 1<sup>st</sup> reading on May 1, 2013.  
1448 PASSED AND ADOPTED on 2<sup>nd</sup> reading on May 15, 2013.

1449

1450

1451

1452

1453

---

JOY F. COOPER  
MAYOR

1454 SPONSORED BY: CITY ADMINISTRATION

1455

1456 ATTEST:

1457

1458

1459

1460

---

1461 SHEENA JAMES, CMC  
1462 CITY CLERK

1463

1464 APPROVED AS TO LEGAL SUFFICIENCY  
1465 FORM

1466

1467

1468

1469

---

1470 V. LYNN WHITFIELD  
1471 CITY ATTORNEY