



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-34-17**

FINANCIAL ADVISORY SERVICES

**RFP OPENING: August 22, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-34-17
FINANCIAL ADVISORY SERVICES

The City is seeking proposals from qualified firms to provide financial advisory services to the City.

The City will receive sealed proposals until 2:00 p.m. (local), August 22, 2017. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

- **Profile of the Government**

The City is located in Broward County, Florida, along the coast of the Atlantic Ocean, just to the north of the City of Fort Lauderdale. At September 30, 2016, the most recent official population estimate was 107,425. The City was incorporated in 1947 and covers an area of approximately 24.59 square miles. A five-member district commission and a mayor at large govern the City. See the City's Comprehensive Annual Financial Report (CAFR) for more background on the City including the key economic and financial conditions, financial statements and other supplementary information.

The CAFR for the fiscal years ended September 30, 2008 to 2016 can be obtained free of charge from the City's website below.

<http://pompanobeachfl.gov/index.php/pages/finance/finance>.

- **Outstanding Debt**

As of the fiscal year ended September 30, 2016 the City had total debt (bonds and notes) of \$64,900,941 outstanding. The City has no general obligation bonds outstanding. See page 78 of the fiscal year ended 2016 CAFR for more detailed information on the City's debt obligations.

A. Scope Of Services

The selected vendor will perform the following (but not limited to) duties:

1. Debt Issue Development and Sales Services. The Consultant shall perform the following services for a debt offering (Issue) when authorized by the City.
 - a. Advising as to advantages and disadvantages of competitive sales versus negotiated sales of bonds and providing the following services with respect to each:
 - i. Services Specific to a Competitive Sale of Bonds:
 - In cooperation with legal counsel, preparing the documents.
 - Advising the City on a bond sale date that will result in the issue not being marketed in competition with several other issues.
 - Arranging for the insertion of necessary advertisements of the summary notice of bond sale in the appropriate financial publications.
 - Assisting the City at the time of sale in checking all bids for compliance with bid specifications, and making a recommendation as to award of the bonds in the best interest of the City.
 - ii. Services Specific to Negotiated Sale of Bonds:
 - Assisting in selection of the book-running managing underwriter and co-managing underwriters, including drafting of a Request for Proposals and evaluation of responses, as necessary.
 - Advising on whether or not a selling group is necessary.
 - Evaluating the bond purchase agreement and advising as to its acceptance or rejection in light of market conditions.
 - Advising the City as to a bond structure that is attractive to potential investor in light of current market conditions as well as meeting the needs and desires of the City.
 - Negotiating the interest rates proposed by the underwriters for the bonds as well as the underwriters' compensation and expenses on the issue.
 - Assisting the City in supervising the allocation of bonds, underwriting risk and management fee splits among the underwriting syndicate with the goal of encouraging competition and productivity to produce the lowest interest cost to the City, to produce an equitable bond distribution among the managers, and to provide for the widest possible distribution of bonds to facilitate liquidity in the secondary market.

- b. Coordinating the "bond working group" consisting of the City personnel, underwriters, bond counsel and others.
- c. Assist in deciding the feasibility of utilizing credit enhancement devices such as bond insurance, surety bonds, or letters of credit.
- d. Preparing a time schedule coordinating the necessary actions of the City and other members of the bond working group and estimating the date of sale of the bonds and availability of proceeds.
- e. Prepare information packets for submittal to the bond rating agencies and bond insurers, including the preparation of cash flow forecasts for proposed issues, addressing debt service requirements and funding sources.
- f. Consult with rating agencies, Moody's, Standard & Poor's and/or Fitch Investors Service with regard to proposed financing and assist in obtaining the most favorable credit rating possible. Also, coordinating with and providing the municipal bond rating agencies and bond insurers with any additional information necessary to obtain the highest possible rating or the lowest insurance premium for the bonds. This may include scheduling on-sight visits by or meetings with such agencies and participating in such meetings.
- g. Provide assistance and recommendations with the selection of ancillary service providers such as underwriters, registrar, trustee and printer, etc.
- h. Act as liaison with bond counsel and coordinate other professionals providing information in connection with the proposed financing.
- i. Coordinate with bond counsel in the preparation of authorizing ordinances and resolutions and other documents involved in the sale of bonds or other methods of financing.
- j. Assist in making sure that any contractual agreements between the City and other parties that are integral to the security structure supporting any proposed financing are prepared by the appropriate date (i.e. long-term leases, interlocal agreements or other contracts).
- k. Assisting in the development of the legal and financial documents concerning the transaction.
- l. Assistance in preparation of the official statements.
- m. Advising the City as to market conditions and recommending the timing of the sale of the bonds.
- n. Attend City Commission meetings and other scheduled City meetings as requested, with reasonable and advance notice.
- o. Conduct informational meetings with the investment community, including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies, and insurance companies) in New York, Florida and elsewhere, if necessary, to establish bidding interest on any offerings, necessary.

- p. Coordinating the bond closing which includes preparing and distributing a detail bond proceeds closing memorandum, requesting and verifying wire instructions from all the necessary parties, and handling other housekeeping chores that are necessary for a smooth and successful closing.
- q. Monitoring of all of Cities outstanding bond issues or bank loans for refunding opportunities.
- r. If necessary, assist in the preparation and analysis of refunding studies in cooperation with City officials and administrative staff, bond attorneys, accountants, engineers, feasibility consultants and other professionals as requested by City.
- s. Research and advise on aspects of tax exemption and arbitrage in cooperation with the City's legal counsel and bond counsel.

2. General Services

Situations may arise in which the City faces financing needs that are not conducive to the public issuance of securities. Alternative financing vehicles in these instances may include private placement of debt, participation in pooled short term borrowing programs, bank loans, leases, and others. With regard to these needs and other needs that are not necessarily related to a public debt issuance, the consultant may provide the following services (in addition to services previously outlined):

- a. Advising and assisting the City in selection of the appropriate financing vehicle.
- b. Assisting in the preparation of private placement memorandums, loan applications, or other information related to the financing.
- c. Assisting in the preparation of investor letters that may be required in association with private placements.
- d. Review of capital improvement plans that already exist or assist in the development of capital improvement plans.
- e. Analyzing issuers' financial capacity and relative risk.
- f. Assistance in the ranking of the alternatives for acquiring funds.
- g. Providing financial analysis on projects or specific programs.
- h. Computer modeling of revenues and expenses, including sensitivity analysis.
- i. Review of market conditions and preparing interest rate sensitivity analysis.
- j. Assist in the development of a variety of investment strategies for proceeds, as applicable.
- k. Assist the City in the evaluation of financing options available through a variety of sources.

- I. Assistance with the development of Request For Letters of Interest from Banks and or Leasing entities.

3. Ongoing services

Keep City's Finance staff apprised of regulatory environment relative to bond financings or bank loan financings to communicate programs advantageous to the City, as well as changes in laws relative to ongoing financing compliance issues.

B. Special Conditions

1. No reports, information, or data given to or prepared by the selected firm under this contract shall be made available to any individual or organization by the firm without prior written approval by the City.
2. The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years following contract expiration.
3. No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. Also, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.
4. The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.
5. STAFF ASSIGNMENT

The City reserves the right to approve or reject, for any reason, Proposers staff assigned to this project at any time. Background checks may be required.

6. CONTRACT TERMS

The contract shall include, but not be limited to the following terms:

- a. The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

- b. Proposer agrees that terms of the contract shall provide that the City of Pompano Beach, reassign ownership rights to all documents prepared by the proposer during the course of this project. These documents shall become "Public Record."
- c. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent act's or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.
- d. Contract shall include a "Truth-in-Negotiations" statement that indicates rates and other factual unit costs that support the compensation are accurate, complete and current at the time of contracting.
- e. The contract shall also include a provision that "the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Pompano Beach determines the contract price was increased due to inaccurate, incomplete, or non-current rates and other factual costs." All such contract adjustments shall be made within one (1) year following the end of this contract.
- f. The contract shall include a prohibition against contingent fees, to be specified by the City of Pompano Beach City Attorney.

C. Term of Contract

The contract will be for a five (5) year period, with the option to renew for two (2) additional one-year periods, for a possible total of seven years. The City reserves the right to extend the contract providing (a) both parties to the contract agree to the extension; (b) all terms, conditions, and specifications remain the same; (c) such extension is approved by the City Commission.

D. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City has set a 15% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods

and services, including labor, materials and equipment. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit C,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D) describing the efforts made to include local business participation in the contract.

The awarded proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

E. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of certified Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is **strongly committed** to ensuring the participation of certified Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate certified Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit E, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit F, for all participating SBE firms. Submit Exhibit G listing SBE firms that were solicited but not selected. Submit Exhibit H explaining your firm's good faith efforts to include certified SBE firms on this contract.

For the purpose of eligibility the City of Pompano Beach will accept those SBE's currently certified/registered by the State of Florida, Broward County Government and/or others with similar certification criteria. A copy of the certificate for each SBE listed on the SBE Participation Form (Exhibit "E") must be included with your proposal.

F. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal:

In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

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

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Experience and Qualifications:

1. Provide a brief summation of the reasons you believe your firm should be selected. In particular, the City is interested in the unique capabilities of the firm that distinguish it from other firms. Be specific and relate this discussion to how the City will benefit by choosing your firm as a financial advisor.

Proposal must include a summary of proposers experience for similar services, and experience of proposer's staff members (including resumes) who will be assigned to the contract.

2. Discuss the firm's understanding of the City's financing considerations, including charter considerations ([http://library.amlegal.com/nxt/gateway.dll/Florida/pompano/cityofpompanobeach/loridacodeofordinance?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:pompanobeach_fl](http://library.amlegal.com/nxt/gateway.dll/Florida/pompano/cityofpompanobeach/loridacodeofordinance?f=templates$fn=default.htm$3.0$vid=amlegal:pompanobeach_fl)), including ideas on how the City should approach financing issues such as bond structures, credit rating strategies, and investor marketing strategies.

3. Discuss local political, economical, legal or other issues that may affect any proposed financings (and timing of such), whether it be the issuance of bonds, bank loans etc.
4. Discuss the firm's involvement in assisting clients in the selection of an underwriter for negotiated sales, including assistance in the preparation of a Request for Proposals.
5. To be eligible to qualify as a participant in this project, the following minimum requirements must be met and proof of such must be provided:

The firm must be established as a legal entity in the State of Florida.

The firm must be licensed and/or registered in the State of Florida in all disciplines.

The firm must have a minimum of five (5) years' experience in providing financial advisory services as requested in the RFP, to similar government entities.

6. Discuss firm's experience with competitive vs. negotiated sales.
7. Discuss an investigation of the firm or enforcement or disciplinary actions taken within the past three years by the Securities and Exchange Commission or other regulatory bodies. If none, include a statement certifying such.

Debt Issues

- a. Provide the following information of the last ten debt issues (most recent listed first etc.) for which your firm was the financial advisor, distinguishing between general obligation and revenue bonds and competitive vs. negotiated sales, which were sold:
 1. Name of issuer
 2. Type and size of issue
 3. Name and telephone number of issuer's representative with whom you worked.
 4. Name and telephone number of bond counsel for each of the above bond issues.
 5. Rating achieved and rating of issuer for previous similar issues.
 6. Innovative features utilized on any of the above issues, if appropriate, type of credit structure, type of security and credit enhancements.
 7. Time frame required to issue the bonds - from the decisions to go ahead with the issue to closing and receipt of proceeds
- b. Specifically discuss any experience your firm has with issuing Certificates of Participation within the past ten (10) years. Include name of issuer, size of issue, description of project financed, name of bond counsel, issuer contact information etc.

Public Private Partnerships

Discuss your firm's experience and involvement in assisting clients with reviewing Public Private Partnership (P3) financing models in the past ten (10) years. Specifically advise as to the name of issuer, nature of the public project for which such a mechanism was contemplated, the total project cost and whether the client ultimately closed on the transaction. In this section, also discuss your familiarity with State of Florida P3 regulations and important P3 components to be considered by the client when contemplating the varying degrees of P3 structures. The Pros and cons of P3's should also be discussed.

Qualifications of Individuals to be assigned to the City:

Identify the personnel, who will be working on the contract services, including staff from other than assigned office, if applicable. Include an organizational chart for simplification purposes. Resumes for each professional to be assigned to the engagement should be submitted and include the following information:

1. Position (indicate role for City contract)
2. Formal education
3. Supplemental education relative to governmental financial advisory services.
4. Experience in providing financial advisory services in general
5. Experience in providing financial advisory services to governmental entities, specifically other Florida local governments and Florida debt issuance should be included.
6. Membership in relevant professional organizations
7. Professional certifications, licenses, and recognitions received.

Changes in members of the team during the contract term will require advance approval by the City.

Methodology and approach to be applied to the Contract Services:

1. Response should include a discussion of the firm's access to sources of current market information to assist in pricing of negotiated sales and information to assist the City in planning and executing competitive sales.
2. Discuss analytical capability of the firm and assigned individuals and the availability of ongoing training and educational services for firm staff.

References:

The proposer shall submit a minimum of five (5) client references for which similar services have been performed. Florida references should be included, if applicable. Proposers should include the client name, address, phone and e-mail contact information, contract term, type of financing assistance provided and dollar amount of such financing. **Proposers are required to have client references complete the**

client reference sheet attachment. Each client reference is required to email the response directly to the City's Purchasing agent at purchasing@copbfl.com. It is the responsibility of each proposer to ensure that the forms are emailed by the client reference by the closing of this RFP.

Proposals must include a reference list of clients (including name, address, contact person phone number) for which financial advisor services have been provided in the past.

Cost/Fee Schedule:

1. Each proposer shall provide as a part of their proposal response, a fee schedule in connection with bond financings. The fee scheduled shall be provided based on a "per bond" basis (i.e.: per \$1,000) and a "per issue size." The proposed fee schedule must be inclusive of all out of pocket expenses. Proposer must include a list of anticipated out of pocket expenses with the response. Any minimum transaction fee to be charged in connection with the financing must be clearly stated.

2. Each proposer must discuss anticipated fee structure (i.e. hourly rates) for work performed related to intended bond financing, whereby a bond financing does not materialize.

The responsibility of third party costs such as official statement printing, legal fees, advertising, rating agency fees, cost of rating agency or bond insurer trips, including non-local travel, will be billed to and paid for by the City.

3. Each proposer is to include hourly rates for special non-transactional services and financings not involving a public offering of securities, by level of personnel to be involved.

4. Each proposer shall include any proposed annual retainer amounts as well as the purpose of such.

All fees proposed shall be firm for the initial five (5) year period and additional two one-year optional renewal periods of the contract.

Disclosures and Required Statements:

1. Disclose the following:

a. The firm's affiliation or relationship with any broker-dealer. If none, state as such. If affiliations exist, certify that the firm will not engage in any activities with the related party that would present a conflict of interest related to any financings.

b. Any finder's fees, fee splitting, payment to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest. Proposers should state that the firm will refrain from engaging in activities on behalf of the City that produce a direct or indirect financial gain for the advisor, other than agreed upon compensation, without the City's informed consent.

2. Firm should state that they will not engage in any activities that results in a conflict of interest in reference to all related services to be provided (i.e. underwriting, insurers, printers etc.) related to bond financings), whether they select the consultant/vendor directly or serves in a support capacity to assist the City in the selection of such consultants/vendors.
3. State that the firm will not resign from the capacity of financial advisor in order to serve as underwriter for any bond financing transactions.
4. Discuss the availability of ongoing training and educational services to be provided to City staff, including the availability of local seminars. Indicate if cost to attend would be waived for City Finance staff.
5. The proposer shall submit as a part of the RFP response, a copy of its contract template.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

Small Business Enterprises:

Completed SBE program forms, Exhibits E-H. Include copies of all SBE certifications for firms listed on these forms in your electronic submittal.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance. Include the description and magnitude of the claim, the status, and/or outcome. If none, include a statement certifying such.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

G. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required

hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
 - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

| | | |
|----|----------------------------|--|
| XX | comprehensive form | bodily injury and property damage |
| XX | premises - operations | bodily injury and property damage |
| — | explosion & collapse | |
| | hazard | |
| — | underground hazard | |
| — | products/completed | bodily injury and property damage combined |
| | operations hazard | |
| XX | contractual insurance | bodily injury and property damage combined |
| XX | broad form property damage | bodily injury and property damage combined |
| XX | independent contractors | personal injury |

XX personal injury

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form

XX owned

XX hired

XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

XX umbrella form bodily injury and property damage \$1,000,000 \$1,000,000

___ other than umbrella combined

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

H. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

| | <u>Criteria</u> | <u>Point Range</u> |
|----|---|--------------------|
| 1. | Experience and Expertise of firm Knowledge and experience in structuring and analyzing complex debt issues, experience in providing services to municipal issuers. | 0-20 |
| 2. | Qualifications of Individuals assigned to the City Including their experience and understanding of the needs of the City. | 0-30 |
| 3. | Resources and Methodology General financing approach, strategies for bond issuance. | 0-20 |
| 4. | References Client references for which similar services have been performed. | 0-10 |
| 5. | Cost The firm providing the lowest price to the City will receive the maximum of 20 points. Points will be awarded to other proposers in the following manner: $20 - [20 \text{ points} \times (\text{total cost} - \text{lowest total cost}) / \text{lowest total cost}]$ Note: If the result is a negative number, the score assigned will be 0 Example: Proposal 1: \$100,000 Proposal, 2: \$130,000 Proposal 1 being the lowest, would achieve a score of 20 points Proposal 2 would achieve a score of 14 points, calculated as follows: $20 - [20 \times (\$130,000 - \$100,000) / \$100,000] = 14 \text{ points}$ | 0-20 |

Including the overall project-task budget and any itemized cost breakdowns.

Total

0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

J. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

K. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

L. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

M. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

N. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

O. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

P. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

Q. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

R. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

S. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

T. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

U. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

V. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

W. Questions and Communication

All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

X. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

Y. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

City of Pompano Beach Florida
Local Business Subcontractor Utilization Report

| | | | |
|--------------------------------|----------------------------|---|--|
| Project Name (1) | | Contract Number and Work Order Number (if applicable) (2) | |
| Report Number (3) | Reporting Period (4) to | Local Business Contract Goal (5) | Estimated Contract Completion Date (6) |
| Contractor Name (7) | | Contractor Telephone Number (8) () - | Contractor Email Address (9) |
| Contractor Street Address (10) | Project Manager Name (11) | Project Manager Telephone Number (12) () - | Project Manager Email Address (13) |

| Local Business Payment Report | | | | | | |
|---|--|--------------------------|------------------------|--|------------------------|----------------------------|
| Federal Identification Number (14) | Local Subcontractor Business Name (15) | Description of Work (16) | Project Amount (17) | Amount Paid this Reporting Period (18) | Invoice Number (19) | Total Paid to Date (20) |
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| Total Paid to Date for All Local Business Subcontractors (21) \$ | | | | | | 0.00 |

I certify that the above information is true to the best of my knowledge.

| | | | |
|---|--|------------|-----------|
| Contractor Name – Authorized Personnel (print) (22) | Contractor Name – Authorized Personnel (sign) (23) | Title (24) | Date (25) |
|---|--|------------|-----------|

Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Prime Contractor's Name: _____

| <u>Name of Firm, Address</u> | <u>Contact Person, Telephone Number</u> | <u>Type of Work to be Performed/Materials to be Purchased</u> | <u>Contract Amount</u> |
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LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RFP Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

| Business Name, Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.) |
|------------------------|-------------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RFP # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?
☐ Yes ☐ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.
4. Did you advertise in local publications?
☐ Yes ☐ No

If yes, please attach copies of the ads, including name and dates of publication.
5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
8. Other comments: _____

LOCAL BUSINESS EXHIBIT “D” – Page 2

LOCAL BUSINESS EXHIBIT “D”

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM SBE EXHIBIT "E"

Solicitation Number & Title: _____ Contractor's Name: _____

| <u>Name of Firm, Address</u> | <u>Contact Person, Telephone Number</u> | <u>Type of Work to be Performed/Materials to be Purchased</u> | <u>Contract Amount</u> |
|------------------------------|---|---|----------------------------|
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(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

EXHIBIT "E"

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR SBE EXHIBIT "F"

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

SBE EXHIBIT "F"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM SBE EXHIBIT "G"

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, I invited the following SBE CONTRACTOR(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

| SBE Contractor Address | Work Items Sought | Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.) |
|---------------------------|----------------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Said SBE CONTRACTOR(s):

_____ Did not bid in response to the invitation

_____ Submitted a bid which was not the low responsible bid

_____ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "G"

GOOD FAITH EFFORT REPORT SBE EXHIBIT "H"

RFP # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

☐ Yes ☐ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

☐ Yes ☐ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

SBE EXHIBIT "H" – Page 2

7. List the SBEs you will utilize and subcontract amount.

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

8. Other comments: _____

Note: Please attach the unavailability letters with this report.