



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
Community Redevelopment Agency**

**REQUEST FOR PROPOSALS
P-19-19**

**Hunters Manor Residential Subdivision
Northwest Community Redevelopment Agency District**

**RFP OPENING: July30, 2019, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

DRC

PZ21-13000004
7/21/2021

April 25, 2019

CITY OF POMPANO BEACH, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY

REQUEST FOR PROPOSALS (RFP)
P-19-19

HUNTERS MANOR RESIDENTIAL SUBDIVISION
Northwest Community Redevelopment Agency District

The Pompano Beach Community Redevelopment Agency ("CRA") invites residential homebuilders ("Developer") to submit Proposals and experience for consideration to develop and construct a single-family detached residential subdivision located in the Northwest CRA District of the City of Pompano Beach.

The City will receive sealed proposals until **2:00 P.M. (local) July 30, 2019**. 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. A List of Proposers will be read aloud in a public forum.

Introduction

The purpose of this Request For Proposals (RFP) solicitation is to receive development proposals from Residential Developers with proven experience, financial resources and professional expertise, to develop a high quality residential subdivision of properties owned by the CRA. These shall be for a single-family subdivision for Purchase or Lease. The project site is located between NW 6th Street and NW 7 Street, between NW 18 Avenue and NW 19 Avenue. The property is platted as "Hunter's Manor Community" Plat (Plat Book 183, Page 33) and contains approximately 9.6 acres. Legal descriptions and aerial map excerpted from the Property Appraiser's Office are described in Section I (C) of this RFP and the Recorded Plat is attached as Attachment 1. The Site is located within the Northwest CRA area boundary.

SECTION I: THE PROJECT

A. About the Northwest CRA

The Northwest CRA is vested by the State of Florida pursuant to its powers under Florida Statutes, Chapter 163, Part III, and the Community Redevelopment Act of 1969, as amended with the authority to request proposals for the redevelopment of an area within its

district in order to effectuate redevelopment pursuant to the goals and objectives of the CRA Plan.

The Agency exists as a dependent special district in the City of Pompano Beach as a distinct legal entity governed by a Board of Directors for the purpose of eliminating slum and blighted conditions within the prescribed geographic boundaries. The City Commission sits as the Board of Directors, which constitutes the six (6) member Board. The Northwest CRA district consists of approximately 3,084 acres which represents 22% of the land area of the City.

Empowered by the Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions, the CRA has certain powers including the power to buy, sell, assemble, hold, or dispose of property, and has the authority to issue redevelopment bonds and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities.

Use of Community Redevelopment powers will enables the CRA to make public improvements which will encourage and enhance potential private investment and neighborhood stability, prevent continuation of inefficient and incompatible land use patterns and assist revitalization and rehabilitation of older commercial and residential areas.

B. Intent

The intent of the CRA is to solicit developers for the development and construction of a quality single-family detached subdivision. The CRA would like to encourage development opportunities that expand the tax base, enhance the existing neighborhood, offer market rate housing opportunities and add to the quality of life in the area. The CRA envisions the homes to be of the same quality and construction standards, if not better than the adjacent neighborhoods to the east (Pompano Springs) and to the west (Ortanique Estates).

Redeveloped sites should help invigorate the area while adding new compatible uses that help create an identifiable sense of place as it fosters quality housing and helps create an environment that will attract other private development. It will be up to each Proposer to create a site that will be safe, compatible, functional, and is an enhancement to the adjacent community. The development shall be constructed to standards approved by the Florida Building Code and contain the minimum specifications according to the development type.

Factors that the CRA will use in judging the proposals include, but are not limited to, the proposer's experience and financing capabilities, the amenities of the development, neighborhood layout, quality of planning and architectural style of the homes. Other important factors will be the purchase or lease price of the land (if any), price point for the homes and the fiscal impact that the project will have on the surrounding area in terms of tax increment revenues. Common area maintenance will also be an important factor as a Homeowner's Association will need to be created to handle this common area.

C. Project Site

The redevelopment site consists of two (2) vacant parcels of land that has been platted as Parcel A and Parcel B of the Hunters Manor Community Plat. Through the Plat approval process, the property is entitled for a 65 unit, detached single-family subdivision. Total land

the Team Experience should include the number of years each team member or firm has worked together on such projects. Firms must have experience developing a residential subdivision of similar scale.

B. Financial Capabilities

1. Receive adequate information to verify the development team has the financial capacity to fund the project and secure bonding adequate to construct the project.

C. Project Development Concept

1. Creativity in addressing neighborhood compatibility, street frontage, pedestrian activity, quality architecture, and quality materials in construction
2. Reduction or elimination of slum and blight
3. Pricing for the residential units created
4. Creating aesthetically pleasing, sustainable drainage
5. Creation of an identifiable sense of place
6. Emphasizes aesthetic massing and proportion
7. Any community amenities in the development concept
8. Formation of an H.O.A. and anticipated fees

D. Fiscal Impact

1. Provides for highest or best purchase or lease price for the land (Appraisal is attached as Exhibit "E" of this RFP)
2. Provides new jobs for residents of the Northwest CRA and City of Pompano Beach
3. Provides a substantial economic impact to the Northwest CRA in terms of tax increment

SECTION III: SUBMITTAL REQUIREMENTS AND FORMAT

- **Letter of Transmittal**

A general introduction statement identifying the party responding to this RFP and its commitment to the project, an acknowledgement letter shall be signed by the Proposer.

NOTE: Must be uploaded separately and attached to the Response Attachment Tab.

- **Firm Information and Development Proposals**

- A. Firm Information: Include firm name, address, telephone and fax numbers; ownership/organizational structure; parent company (if applicable); officers and principals. If the Proposer intends to create a separate entity solely for the purpose of developing the proposed project, then each partner, stockholder or member should describe their respective legal organizational structure.
- B. Description of key personnel, including: Principal(s) in charge; Project Manager designated; and all other key personnel or sub consultants who will be assigned

to the project. Provide an organizational chart identifying all key personnel who will be participating in the project.

- C. Experience of Proposer relevant to this proposal and of similar projects that have been completed by the primary firm. Describe the full development team that completed the projects and include the date, location and project budget. Provide pictures and details on the projects.
- D. Felony Indictments/Convictions: Provide a statement relative to whether any of the "Principals" referred to above have ever been indicted for, or convicted of, a felony.
- E. Litigation History: List any litigation matter in the past five (5) years involving any projects or key personnel.
- F. References: Provide references for a minimum of three (3) similar development projects.

NOTE: Must be uploaded separately and attached to the Response Attachment Tab.

- **Financial Proposals and Capability**

- A. Proposer must submit three (3) years of externally audited or reviewed financial statements. If the statements are compiled and not reviewed or audited, they must be accompanied by a binding letter of commitment from a bank or lender in support of financing the project.
- B. Proposers must provide proof that they have secured funding for similar type of projects and indicate how the project was financed. Financial capacity can be demonstrated through the Proposers ability and/or experience with syndication, fund raising, development deal making, capital investments, debt capacity, and other financing mechanisms. The Proposer is encouraged to submit commitment letters from financial institutions as proof of financial strength.
- C. Additional Considerations: Identify any additional or unique resources, capabilities or assets which the Proposer would bring to this project.

NOTE: Must be marked "CONFIDENTIAL" and uploaded separately and attached to the Response Attachment Tab.

- **Project Overview/Development Concept**

- A. A general overview of the proposed development project, including but not limited to: Proposer's analysis of the project; renderings of the proposed project; a description of the proposed project including unique features and opportunities; and impact of and compatibility with adjacent properties.
- B. The Proposer must submit an illustrative site plan and one or two elevations of the proposed redevelopment project at an appropriate or measurable scale. The site plan should include, as a minimum, the location of proposed homes and the public streets surrounding the site. Parking, sidewalks, and major landscaping features should be illustrated. In addition, the Proposer should reduce the site plan to a format measuring 8 ½" by 11" or 11" by 17" for ease of review.

Proposers do not need to submit display boards (24" by 36") with proposal submittals; display boards will be required at presentations if necessary.

- C. The Proposer must submit sample floor plans of the proposed buildings. The Proposer may choose an architectural scale appropriate to communicate the concept of the proposed project. In addition, the Proposer should reduce the elevations and floor plans to a format measuring 8 ½" by 11" or 11" by 17" for ease of review. Proposers do not need to submit display boards (24" by 36") with proposal submittals; display boards will be required at presentations if necessary.
- D. The Proposer must submit a proposed development schedule showing all appropriate milestones including periods for purchase or lease and development agreement negotiations, Site Plan Approval, closing, construction and date of occupancy. If the project is to be developed in phases, then the time schedule should reflect the phases as well.

NOTE: Must be uploaded separately and attached to the Response Attachment Tab.

- **Fiscal Impact**

- A. Purchase or Lease Price – Each Proposer is required to sign and include the attached Attachment 2 with its Proposal. Identify the purchase or lease price or financial structure proposed for acquisition of the Site; even if the price is \$0. A firm purchase or lease price or specific financial purchase price are required. Appraisal is attached as Exhibit "E" of this RFP.
- B. The Proposer must submit a total project cost analysis stating, by category, the major elements of the project. The major cost items shall include, as a minimum, land costs or land lease payments, building costs, tenant improvement costs, parking costs, landscaping costs, architectural and engineering costs, marketing costs, financing costs, and any other significant costs.
- C. Estimate the fiscal impact of the project.
- D. Provide information on the number and types of job generation expected upon project stabilization.

NOTE: Must be uploaded separately and attached to the Response Attachment Tab.

- **Additional Considerations**

Identify any additional or unique resources, options, capabilities or assets which the Proposer would bring to this project.

NOTE: Must be uploaded separately and attached to the Response Attachment Tab.

1. **Deliverables**

Deliverables may include, but is not limited, to the following:

- Prepare preliminary reports, feasibility analyses, site plans and/or development alternative recommendations and preliminary cost estimates.
- Conduct presentations to elected officials, staff, and the public.
- Prepare required bidding and construction documents for the projects. This will include preparing surveys, development plans, supplementary contract requirements, technical specifications, and cost estimates.
- Attendance at CRA Board, pre-development, development, bidding and bid award meetings may be required.
- Coordinate processing the projects through all required governmental and quasi-governmental agencies, City Departments and other appropriate review boards.
- Prepare and process all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City)
- Attend pre-bid meeting, respond to bidder questions, and prepare possible bid addendums for project revisions.
- Assist the CRA in making bid award recommendations for contracting/construction services.
- Provide construction management services for the projects. Services during construction may include periodic or routine inspections, threshold inspections, shop drawing/contractor submittal reviews and approvals, responding to contractor requests for information, and reviewing contractor payment applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

2. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR.** POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of

business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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 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 required to participate in the City of Pompano Beach's 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.

The required goal for this RFP is 10% for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing 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. This documentation shall be provided to the City Commission for acceptance.

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.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preferences follows:

For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFP). No business may qualify for more than one tier level.

For evaluation purposes, local vendors shall receive the following preferences:

- a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
- b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1&2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

3. Proposal 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 Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RFP. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past five (5) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost.

describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

City Forms:

Responses should include all City forms as stated above. Required forms must be completed and submitted electronically through the City's eBid System.

Reviewed and Audited Financial Statement:

Must be marked "CONFIDENTIAL" and uploaded separately from proposal.

Proposers shall be financially solvent and appropriately capitalized to be able to service the City and CRA for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition and uploaded as a separate file titled "Financial Statements" to the Response Attachments tab in the eBid System.

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach and the Pompano Beach CRA reserves the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City and CRA is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City and CRA may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past 3 months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last 2 years
- 4) Letter from CPA showing profits and loss statements (certified)

Failure to provide two (2) or more of the requested forms as stated above are grounds for withdrawal of the proposal.

4. Insurance Requirements

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's 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. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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.

A. 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.

B. Liability Insurance.

(1) 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.

(2) 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
\$2,000,000 Per Aggregate

* Policy to be written on a claims occurrence basis

| | | |
|-----|--------------------------------------|--|
| XX | comprehensive form | bodily injury and property damage |
| XX | premises - operations | bodily injury and property damage |
| XX | explosion & collapse hazard | |
| XX | underground hazard | |
| XX | products/completed operations hazard | bodily injury and property damage combined |
| 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 | |
| XX | CG2010 | ongoing operations (or its' equivalent) |
| XX | CG 2037 | completed operations (or its' equivalent) |
| ___ | sexual abuse/molestation | Minimum \$1,000,000 Per Occurrence and Aggregate |

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and 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 / UMBRELLA LIABILITY

Per Occurrence Aggregate

| | | | |
|-------------|--|-------------|-------------|
| XX umbrella | bodily injury and property damage combined | \$5,000,000 | \$5,000,000 |
|-------------|--|-------------|-------------|

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 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.

POLLUTION LIABILITY

Per Occurrence Aggregate

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

CYBER LIABILITY

Per Occurrence Aggregate

| | | | |
|--|--|-------------|-------------|
| ___ * Policy to be written on a claims made basis | | \$1,000,000 | \$1,000,000 |
| ___ Network Security / Privacy Liability | | | |
| ___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate) | | | |
| ___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products) | | | |
| ___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement. | | | |

C. 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.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. 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.

F. 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.

SECTION IV: GENERAL INFORMATION

- A. The CRA reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any proposal requirements, informalities or deficiencies, in any proposal if such action is deemed by the CRA not to be in the best interest of the project.
- B. By submitting a Proposal, interested proposers warrant, represent and declare:
 - a. That the only person(s) designated as principal(s) is (are) named therein and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the contract to be entered into.
 - b. The Proposer shall be precluded from assigning, transferring, conveying, subletting or otherwise disposing of its purchase or lease contract rights without prior written consent of the CRA.
 - c. All proposals shall become the property of the CRA and be a part of the public record. All materials submitted with proposal become the property of the CRA. The CRA have the right to use any or all ideas presented in

any reply to this RFP. Selection or rejection of the Proposal does not affect this right.

- d. That the Proposal is made in good faith without collusion or fraud.

SECTION V: REJECTION OR DISQUALIFICATION OF PROPOSALS

The CRA may reject or disqualify a proposal under any of the following circumstances:

- A. The Proposer misstates or conceals any material fact in the proposal.
- B. The proposal does not strictly conform to applicable laws or any requirements of this RFP.
- C. The proposal does not include documents, certificates, affidavits, acknowledgements or other information required by the RFP.
- D. The proposal has not been executed by the Proposer through or by an authorized officer or representative of the Proposer or Proposer's team.
- E. The Proposer fails to comply with all provisions, requirements and prohibitions binding on all proposers as herein set forth or fails to comply with applicable law.
- F. The Proposer fails to acknowledge receipt of any formal addenda that materially changes the terms or conditions.

The CRA reserves the right to reject all proposals and/or re-advertise all or any part of this RFP when it is deemed in the best interest of the CRA to do so as stated in the "Disclosure and Disclaimer" section of this RFP.

SECTION VI: MINIMUM REQUIREMENTS AND EVALUATION PROCESS

A. Minimum Requirements

In order for a proposal to be considered, the following minimum requirements must be met:

- Development: Proposed development project must be for housing.
- Experience: Not less than five (5) years of experience in a similar residential development and the ability to provide an example of a completed project.
- Financial Capacity: Minimum of three (3) site development projects of similar size and nature as this particular project. Provide verification of funding secured for these site development projects.
- Representations & Disclosures: Proposer can provide all required representations and disclosures.
- Signature: Proposal is signed by an officer authorized to bind the firm.
- Receipt: Proposal received on or before the due date and time.

B. Evaluation Criteria

Each proposal will be evaluated individually by a selection committee and will be ranked. Proposals must be fully responsive to the requirements described in this RFP, and to any subsequent requests for clarification or additional information made by the CRA through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. The firms that meet the minimum requirements and ranked will be presented to the CRA Board for approval of the rankings.

Each Proposer will be evaluated on the following criteria:

| | <u>Criteria</u> | <u>Point Range</u> |
|---|---|---------------------------|
| 1 | <u>Development Experience:</u> Clearly demonstrate the developer's experience and background for developing similar projects of size and scale. Clearly identify and demonstrate the experience of the management company designated to manage the development. | 0-40 |
| 2 | <u>Financial Capabilities:</u> Provide adequate information to verify the team has secured funding for previous projects and the financial capacity to fund the project and secure bonding to construct the project. | 0-25 |
| 3 | <u>Design/Development Concept:</u> Provide creativity in addressing neighborhood compatibility, street frontage, pedestrian activity, quality design/architecture, and the use of quality materials in construction. Creativity should not be restricted to only properties listed in this RFP and proposers should investigate the possible inclusion of adjacent or surrounding properties as well if available. | 0-20 |
| 4 | <u>Fiscal Impact:</u> Provides for highest or best purchase or lease price. Provides new jobs for residents of the NWCRA or City of Pompano Beach and identify the economic impact to the surrounding area. | 0-15 |
| | Total | 0-100 |

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

C. Process

The CRA will establish a RFP Evaluation Committee to evaluate all responsive proposals received by the CRA within the established deadline. The RFP Panel will consist of three (3) or more voting members. The RFP Panel will consist of a minimum of three (3) City employees and may consist of members of the community and non-voting technical advisors.

The RFP Committee, based on the criteria set forth in the RFP, will evaluate proposals received by the CRA which meet the submission requirements of the RFP. The Respondents will be rated and ranked by the voting members of the RFP Committee.

The top ranked Respondents being considered for award may be invited to make an oral presentation of their Proposals. The CRA, at its sole discretion, may also make site visits of Responder's completed similar projects. Unless requested by the CRA, Respondents will not be permitted to revise their Proposals or submit new Proposals as a result of the oral presentation or site visits; however, the RFP Panel may reevaluate and re-rank the top-ranked Respondents based on oral presentations, if warranted.

A list of the rankings by the RFP Panel will be forwarded to the CRA Board of Directors for its approval. The CRA Board of Directors has the authority to, including, but not limited to: approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation.

Negotiations will be held with the highest ranked Responder. If an agreement cannot be reached with such highest ranked responder, the CRA will then hold negotiations with the next highest ranked and so forth until an agreement can be reached. Once such an agreement is made, the CRA will notify the successful Responder of the election in writing. All other Respondents will also be notified of the selection.

While the CRA intends to award one agreement under his RFP, the CRA reserves the right to award multiple agreements under this RFP or cancel any part of or all of the solicitation at its discretion.

Protest Procedures

A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official:

- a. Five business (5) days from the date a short-list is created by the Selection/Evaluation Committee.
- b. Five business (5) days from the date the final ranking of proposers is created by the Selection/Evaluation Committee.

The protest is considered filed when it is received by the Procurement Official. Failure to file a protest in accordance with this procedure shall constitute a waiver of said protest. If the protest is found to have merit, appropriate action to correct the situation will be taken. Such action could include, but is not limited to, canceling the original solicitation and reissuing the requirement with the corrective action included in the documentation.

The Procurement Official's final determination of the Proposal that offers the best value or is in the best interest of and/or is most advantageous to the CRA. If the General Services Director finds that the protest is without merit, these findings may be appealed, by the vendor lodging the protest, to the City Manager. This appeal must be filed within five (5) days after the protesting vendor receives the initial finding. The appeal must be addressed to: City Manager, City of Pompano Beach

If the City Manager finds no merit in the protest and does not direct alternative action by City staff, the award process will then continue. The recommendation of staff in the written findings of both the General Services Director and the City Manager will be final.

SECTION VII: ADDENDA TO THE RFP

No interpretation or changes to the meaning of this RFP will be made to any Proposer orally. 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. All questions or requests regarding this RFP must be submitted in writing and must be received on or before 5:00 PM, July 22, 2019.

All questions will be answered via addenda to all proposers. All questions or requests for additional information which are deemed appropriate by the CRA will be answered in writing and will be forwarded to all proposers. Where provided, such written response may, at the CRA's option, constitute a written addendum to the RFP. Neither the CRA, nor its advisors, will be responsible for any explanation, clarification or interpretation of this RFP not issued in writing by the CRA via written addenda.

SECTION VIII: DISCLOSURE AND DISCLAIMER

This Request For Proposal (RFP) is being issued by the City of Pompano Beach for the Pompano Beach CRA As more fully set forth in this RFP, any action taken by the CRA in response to Proposals made pursuant to this RFP, or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, CRA and its advisors.

In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject Proposals from this RFP that are in the best interest of the CRA. In its sole discretion, the CRA may determine the Proposals and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, CRA, nor its advisors, provides any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the City, CRA and its advisors without any warranty or representations, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the CRA, or its advisors, if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City, CRA, or its advisors, that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The CRA shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. The CRA does not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

The CRA reserves the right to select the proposal which, in the opinion and sole discretion of the CRA, will be in the best interest and/or most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may, at its discretion, request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The CRA and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed and delivered by the Proposer and the CRA, and then only pursuant to the terms of the agreements executed by the Proposer and the CRA. All or any responses to this RFP may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA.

SECTION IX: WARRANTIES & REPRESENTATIONS

The only person(s) designated as principal(s) is (are) named therein and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the contract to be entered into.

The proposal is made in good faith and without collusion or fraud.

The submission of a proposal signifies that the Proposer understands and agrees to all elements of the proposal, and that such proposal may become part of any contract entered into between the CRA and the Proposer.

The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the selection rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the CRA.

All proposals shall become the property of the CRA.

This RFP is for guiding each response; it is not to be construed as an offer by the CRA or their advisors. The contents of this RFP are neither warranted nor guaranteed by the CRA or their advisors.

The selected Proposer agrees that it is required to make a binding commitment to the project and agreed timetable supported by project completion guarantees and penalties for late completion.

All Proposers must disclose with their proposals the name of any officer, director, or agent who is an employee of the CRA, the City or who owns, directly or indirectly, interest of 10% or more in Proposer's firm or any affiliate.

Pursuant to Fla. Stat. 287.133 a person or firm placed on the convicted vendor list maintained by the State of Florida may not submit a proposal to the City and CRA for 36 months following the date of being placed on the list.

The selected Proposer agrees that it does not now, and will not during the term of any agreement resulting from this RFP, employ, pay for services or have any business or legal relationship with any officer, director or employee of the CRA or City.

No-Lobbying Permitted: As to any matter relating to this RFP, any Proposer, team member, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the Mayor/CRA Chair, any CRA/City Commissioner, CRA employees, agents or any other person working on behalf of the CRA on any matter related to or involved with this RFP, including members of any CRA advisory committee.

For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Proposer. This "No-Lobbying Provision" is in effect from the date of publication of the RFP and shall terminate at the time the CRA approves execution of a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

SECTION X: GENERAL TERMS AND CONDITIONS

1. Proposer's Responsibility

This RFP is for guiding preparation of a Proposal; it is not to be construed as an offer by the CRA or its advisors. The contents of this RFP are neither warranted nor guaranteed by the CRA or its advisors and contractors. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

2. Lobbying Prohibited

As to any matter relating to this RFP, contact by a Proposer, or anyone representing a Proposer, with the Mayor, any City Commissioner, any CRA Board Member, officer, or any City or CRA representative or contractor, or any other person working on behalf of the CRA on any matter related to or involved with this RFP, other than the Procurement Official, is grounds for disqualification. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, contractors, lobbyists, or any actual or potential consultant or subcontractor of the Proposer or the Proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the CRA executes a contract, or otherwise takes action which ends the solicitation process for the services under this RFP. This condition does not apply to any communication by the CRA to an existing City or CRA consultant regarding matters other than this RFP.

3. Proposal Costs

Any cost(s) incurred by a Proposer in responding to this RFP is the sole responsibility of the Proposer.

4. No Return of Proposals

All Proposals shall become the property of the CRA and shall not be returned.

5. Ethics Requirements

All Proposers are responsible for educating themselves on the various ethics and conflict of interest provisions of Florida law, Broward County Ethics Ordinance and City Code. No Proposer may employ, directly or indirectly, the Mayor, any member of the City Commission or CRA Board Member or any director or department head of the City or CRA. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a benefit or profit from any contract entered into with the City or CRA, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Broward County Ethics Commission regarding conflict of interest provisions. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to the Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

6. Gatekeeper of Documents

This solicitation is issued by the City of Pompano Beach Purchasing Office and shall be the sole distributor of all addendums and/or changes to these documents. The City and the CRA are not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City or CRA and the Proposer should not rely on such sources for information regarding any solicitation issued by the City or the CRA.

7. Public Records; Confidential & Proprietary Information

The CRA and their representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all Proposals and supporting data shall be subject to disclosure as required by such laws. All Proposals shall be submitted in sealed form and shall remain confidential for the period permitted by the Public Records laws. Thereafter, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The CRA reserves the right to make any final determination of the applicability of the Public Records Law. No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the public records law

exists and it is cited in the response to the RFP. If a Proposer believes any of the information contained in its Proposal is exempt from the public records law, and then Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the CRA will treat all material received as public records.

8. Ownership of Documents

The CRA shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation and resulting contract, and regardless of whether in paper or electronic format, without payment of any royalties or fees to Proposer. Proposer acknowledges that the CRA's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

9. Non-discrimination

Proposer shall not discriminate against any person or business on the grounds of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

10. Rights and Privileges; No Assignment

The selected proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the CRA.

11. Unauthorized Aliens

The knowing employment by Proposer or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of the contract awarded under this RFP.

12. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this RFP or resulting contract or work authorizations shall not be made without prior CRA approval.

13. Applicable Laws; Procurement Code

Section 32.28 of the Code of Ordinances of the City of Pompano Beach shall govern this. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.

NOTE:

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

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.

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.

14. 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.

15. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall

also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

16. Retention of Records and Right to Access

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:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. 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;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. 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
- e. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 CRA 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.

22. 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.

23. 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.

24. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a 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.

25. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract 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.

26. 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.

27. 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 solicitation 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.

28. Standard Provisions

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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 Proposals and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. 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.

k. Public Records

1. 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:
 - a. Keep and maintain public records required by the City in order to perform the service;
 - b. 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;
 - c. 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
 - d. 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.

2. 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**

29. 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.

30. 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.

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

PROJECT TEAM

RFP NUMBER _____

Federal I.D.# _____

PRIME

| Role | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|-----------------------|--|----------------------------|--------------------|
| Principal-In-Charge | _____ | _____ | _____ |
| Project Manager | _____ | _____ | _____ |
| Asst. Project Manager | _____ | _____ | _____ |
| Other Key Member | _____ | _____ | _____ |
| Other Key Member | _____ | _____ | _____ |

SUB-CONSULTANT

| Role | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|------------------|--|--|
| Surveying | _____ | _____ |
| | _____ | _____ |
| Landscaping | _____ | _____ |
| | _____ | _____ |
| Engineering | _____ | _____ |
| | _____ | _____ |
| Other Key Member | _____ | _____ |
| | _____ | _____ |
| Other Key Member | _____ | _____ |
| | _____ | _____ |
| Other Key Member | _____ | _____ |
| | _____ | _____ |
| Other Key Member | _____ | _____ |
| | _____ | _____ |

(use attachments if necessary)

Exhibit – Contractor Performance Report



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____
2. Contract Period: from _____ to _____
3. Bid# & or P.O.#: _____
4. Contractor Name: _____
5. City Department: _____
6. Project Manager: _____
7. Scope of Work (Service Deliverables): _____

Exhibit – Contractor Performance Report

| CATEGORY | RATING | COMMENTS |
|--|--|---|
| 1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication | Poor =1 Satisfactory =2 Excellent =3 | |
| 2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete | Poor =1 Satisfactory =2 Excellent =3 | |
| 3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed | Poor =1 Satisfactory =2 Excellent =3 | |
| 4. Customer Service - City Personnel and Residents - Response time - Communication | Poor =1 Satisfactory =2 Excellent =3 | |
| 5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget | Poor =1 Satisfactory =2 Excellent =3 | |
| 6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources | Poor =1 Satisfactory =2 Excellent =3 | |
| SCORE | _____ | ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED |

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

Comments, corrective actions etc., use additional page if necessary:

[illegible]

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 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.

EXHIBIT A
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RFP Number & 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 Percentage</u> |
|------------------------------|---|---|--------------------------------|
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EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A 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:

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

Signature: _____

EXHIBIT C
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, I invited the following LOCAL BUSINESSES 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.

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 percentage of work.

LOCAL BUSINESS EXHIBIT "D" – Page 2

Local Business

% of Work

8. Other comments: _____
