



**Florida's Warmest Welcome**

**REQUEST FOR PROPOSALS (RFP)**

**RFP25-001**

**Design-Build Services Oceanside Parking Garage**

**Mandatory Pre-Proposal Meeting:**

**October 30, 2024, 10:00 A.M.**

**Virtual Zoom Meeting**

**For access, go to:**

**[https://www.pompanobeachfl.gov/  
meetings](https://www.pompanobeachfl.gov/meetings)**

**RFP OPENING: January 9, 2025, 2:00 P.M.**

**Virtual Zoom Meeting**

**For access, go to:**

**[https://www.pompanobeachfl.gov/  
meetings](https://www.pompanobeachfl.gov/meetings)**

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October 8, 2024

Dear Prospective Proposers,

**SUBJECT:** REQUEST FOR PROPOSALS (RFP) RFP25-001 - Design-Build Services Oceanside Parking Garage

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Design-Build Services for the Construction of a Parking Garage at 109 N. Ocean Boulevard (A1A), Pompano Beach, FL 33060, also referred to as Oceanside Parking Garage.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net/>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 1—Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)).

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure that the Proposer's bid is in full compliance with all requirements.



The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- **“Bid”** means an offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms **Bid and Proposal** may be used interchangeably throughout this RFP.
- **“Contract”** means any agreement resulting from this RFP. **Contract** and **Agreement** may be used interchangeably throughout this RFP.
- **“Project”** means all parking garage components for a minimum of 700 cars and all related infrastructure, including certain utilities and connecting roadway.
- **“Project Team”** means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- **“Proposer”** means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP.
- **“Team Member(s)”** means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- **“Proposal”** means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. The terms Proposal and Solicitation may be used interchangeably throughout this RFP. The insurance requirements described herein reflect the requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will expedite the review process to evaluate the Proposer.

## 1. Schedule of Events

|                                                                    |                                                                                               |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| RFP NUMBER:                                                        | RFP25-001                                                                                     |
| RFP TITLE:                                                         | Design-Build Services for the Construction of the Parking Garage at 109 N. Ocean Boulevard    |
| RELEASE DATE:                                                      | October 8, 2024                                                                               |
| DATE PUBLISHED IN SUN-SENTINEL                                     | October 11, 2024                                                                              |
| MANDATORY PRE-PROPOSAL MEETING:<br>VIRTUAL ZOOM MEETING            | October 30, 2024, at 10:00 AM                                                                 |
| SITE-VISIT                                                         | October 31, 2024, at 10:00 AM                                                                 |
| WRITTEN QUESTIONS AND INQUIRIES ARE DUE<br>ON OR BEFORE:           | December 9, 2024, at 5:00 PM                                                                  |
| ADDENDA AS RESPONSES TO QUESTIONS<br>SHALL BE ISSUED ON OR BEFORE: | December 19, 2024, at 5:00 PM                                                                 |
| RFP RESPONSES DUE DATE/TIME:                                       | January 9, 2025, at 2:00 PM                                                                   |
| EVALUATION COMMITTEE MEETINGS                                      | TBD                                                                                           |
| RECOMMENDATION FOR AWARD:                                          | TBD                                                                                           |
| DIRECT ALL INQUIRIES TO:                                           | <a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>           |
| E-PROPOSAL SUBMITTALS ONLY:                                        | <a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>           |
| PROPOSAL VIRTUAL OPENING:                                          | <a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a> |

## 2. Mandatory Pre-Proposal Meeting

The mandatory Pre-Proposal Meeting will be held via Virtual Zoom Meeting on October 30, 2024, at 10:00 a.m. (local). **Attendance at the Pre-Submittal Meeting is mandatory; the City will only consider submittals from firms that were represented at the meeting.** The Zoom link is available on the City's Meetings webpage:  
<https://www.pompanobeachfl.gov/meetings>.

3. **Site Visit / Walkthrough.**

A site visit will be held at the project address 109 N. Ocean Boulevard (A1A), Pompano Beach, FL 33060, on October 31, 2024, at 10:00 a.m. (local).

4. **Proposal Submittal Due Date**

The City will receive sealed proposals by 2:00 p.m. (local) on **January 9, 2025**. 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 will not be considered.

5. **Questions and Communication**

<http://www.pompanobeachfl.ionwave.net> is the official method of Procurement and Contracts Department has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before December 9, 2024, 5:00 p.m. ET via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from other than the information included in this RFP document or by an Addenda shall not be binding on the City.

6. **Project Background**

The City hereby requests proposals to issue a contract to a Design-Build team to provide professional services and construct a new minimum of 700-car Parking garage at 109 N. Ocean Boulevard on the Oceanside site.

The City and CRA have recently invested over \$50 million in revitalizing and modernizing Pompano Beach Boulevard from Atlantic Boulevard to N.E. 5th Street. Furthermore, the City partnered with a master developer to construct a series of restaurants and amenities near the pier, including Oceanic, Beach House, How You Brewin, Cannoli Kitchen, and BurgerFi restaurants, as well as Kilwin's Ice Cream and Alvin's Retail shops. These businesses have blossomed since 2016 and, combined with the Hilton Tru and Home Suites with a rooftop gathering area, have made the beach area a true go-to destination.

As a result, the City's First Parking Garage (the "Pier Garage"), located at the corner of SR A1A and NE 2nd Street, has operated to capacity. The City has determined that to address the need for additional parking on the barrier island, a second public parking garage would provide the number of parking spaces needed to support the city's growth. The goal is to replace the current surface parking area site with a new turnkey multi-level garage with a minimum of 700 parking spaces.

The City intends to partner with a prospective hotel developer to build a hotel next to the garage on the same site in the future. The successful Proposer's team will work closely with a prospective hotel developer, who plans to construct a hotel east of the proposed garage. Firms must consider that the parking garage must be designed to be compatible with and connected to the future hotel, whether connectivity occurs via pedestrian bridges, at-grade driveways, or other designs contemplated by proposers. Should the City be able to engage a prospective hotel developer during the design process will ensure the garage design integrates successfully and to the City and prospective developer's mutual benefit. Should the City not be able to engage a prospective hotel developer during the design process, the City's expectation is that the Proposer has sufficient experience to proceed with a garage design based on the information presented herein.

**7. Design Objectives**

The City is seeking Proposals that will emphasize and prioritize concepts that deliver a parking garage with architecturally iconic or artistic elements that will have a profound and lasting impact on the public and visitors to the area.

In addition to the quality architectural design, the City is seeking a Proposal that addresses neighborhood compatibility, eye-appealing street frontage, pedestrian compatibility, efficient traffic, ingress and egress design, quality materials in construction, and a financially feasible budget for a public parking garage. Proposers may consider conceptual themes that visually integrate into the Barrier Island Community by considering the existing coastal design themes, innovations in parking technology for ease of use by the public, and elements that will enhance the City's vision for the Barrier Island community. The design should also maximize the space within the parameters to provide a minimum of 700 parking spaces. The Design-Build Firm will determine the details of the garage layout and other infrastructure design, subject to the City's review and approval.

**8. Project Site**

The project site is 109 N. Ocean Boulevard (A1A), Pompano Beach, FL 33060, on the Oceanside site, just north of Atlantic Boulevard and directly south of Fire Station 11. The site selected for a second garage is known as the Oceanside site (the "site"). The site is located at 109 N. Ocean Boulevard (aka, SR A1A), and it is currently used as a surface parking facility with 279 spaces. Ideally, the parking garage will be situated along Riverside Drive to allow the future hotel to front A1A.

**9. Team Experience**

The City aims to award this solicitation to an experienced and qualified team to provide the design-build services to complete the project. The successful team must demonstrate experience with similar or like-kind projects that include phased connections between structures (i.e., the hotel and garage). The City expects the selected architect/engineering/construction team to have design experience with garages and mixed-use developments, including parking facilities.

At a minimum, The Proposer's team must include a State of Florida licensed design/build architect, and/or associated engineers and professionals, and/or a State of Florida Licensed General Contractor, as the Project must be certified in full compliance with applicable State of Florida regulations. The proposal must demonstrate the team's experience and background to document the capacity to complete this project successfully for the City. Responsible design professionals within the team shall perform studies, analyses, designs, and calculations. The professionals are expected to design a complete parking garage facility that meets the operational expectations of the various parties involved in the garage. The responsible design professionals of the successful Proposer's team will be required to certify, sign, and seal their respective drawings and specifications.

**10. Project Design/Project Concept/Delivery**

Accordingly, the successful Proposer will provide the Project on a turn-key basis and be responsible for all aspects of the design and construction of the Project. The following are intended to set minimum requirements for various design aspects of the project:

1. The parking garage will ideally be situated along Riverside Drive, allowing a future hotel to front A1A (see Appendix I of Appendix B).
2. The parking structure must be designed to be compatible with and connected to a future hotel next to the garage. The successful Proposer will work closely with a prospective hotel developer and/or City staff.
3. The Parking garage will be constructed using the pre-cast method.
4. It will have one connection to the hotel, most likely on the second floor, which may need

- to be coordinated with a prospective hotel developer in the future.
5. The project must meet all applicable State of Florida and local Building Codes (latest edition) and local, state, and federal codes and building requirements.
  6. The project must meet all applicable Development Review Committee (DRC), Planning, as well as the Z, and Architectural Advisory Committee (AAC) requirements as well as the City's Engineering, Parking, Fire, Police, Building Department, etc., requirements.
  7. The firm must deliver the parking garage within the specified timeframe. The firm must discuss its existing resources, current workload, and ability to allocate resources to the City. The City will contemplate incentives for promptly delivering ahead of schedule and on budget. The City will impose liquidated damages of up to \$2,500.00 per day for failure to deliver on time, except when delays are not directly caused by the firm's negligence or lack of planning.
  8. The successful Proposer will coordinate design activities and site development construction with City staff and key consultants representing various City Departments, as well as contemplate surrounding development in the area to minimize disruption to existing parking in the area. The City may be able to assist with staging and storage of materials during construction.
  9. The elevations of the structure should be compatible with the surrounding area.
  10. **Given the harsh marine environment**, the parking structure shall be designed for high quality, long-term durability and include low-maintenance components.
  11. Patron security is an important goal; therefore, an efficient lighting system and other security features are essential.
  12. Ingress and egress to the garage are important to ensure efficient access to the entry points and ease of exiting the structure, including payment system and operations.
  13. Valet parking operations in the garage must be contemplated.
  14. Vehicular and pedestrian traffic flow patterns throughout the proposed structure must be efficient and thoroughly investigated, incorporating valet parking as needed.
  15. Appropriate signage and graphics shall be provided to clearly define wayfinding, operational information, access and egress, emergency and safety information, and any other information necessary for the garage's operation.
  16. The garage's first floor will be designed to accommodate any required mechanical, electrical, fire protection, trash collection, elevator equipment rooms, security systems, and public needs as identified. Plans should contemplate options for emerging and future technologies.

## **11. General Project Specifications**

General project specifications and requirements include but are not limited to (please see Appendix A for more details):

### **Parking Garage (a minimum of 700 parking spaces)**

- 1) Structural and foundation requirements (w/small parking office space with office bathroom)
- 2) Electrical
  - Interior Lighting
  - Exterior Lighting
  - Management controls
  - Elevator equipment
  - Payment System
  - Security System
- 3) Plumbing
  - Potable Water
  - Sanitary Sewer
  - Storm Water drainage and ponds
- 4) The garage's maximum allowable footprint/buildable area shall be defined.
- 5) Waterproofing/maintenance written guarantee.
- 6) Project GMP shall include a payment and performance bond, applicable permits, fees, impacts, utility taps, and licenses

- 7) Site Development (on the garage footprint) or outside the footprint as indicated in the scope of work, including, but not limited to,
- Compacted building pad with utilities to within 5'
  - Sidewalks
  - Landscape
  - Driveway (one connecting A1A and Riverside Drive)
  - Parking
  - Drainage, Water and Sewer connections
- 8) Revenue control systems compatible with current City practices.

**12. Scope of Services**

The scope of services for this project may include, but is not limited to, the following:

- Provide pre-design consulting services and stakeholder meetings to determine project scope, requirements, values, and community interests.
- Coordinate design activities and site development construction with City staff representing various City Departments. Coordination will include discovering and understanding the type of equipment to use (i.e., elevators, AC units, etc.), preferred locations of stairwells and access points, maximum height, lessons learned from the Pier garage, maintenance plans and operation, and more
- Prepare preliminary parking garage design and design alternative recommendations. This may include various types of modeling, site inspections, surveying, value engineering, and field data analysis.
- Preparation of preliminary project schedules and cost estimates.
- Prepare all required construction documents for the parking garage.
- Prepare all required permit applications and submittal packages for the issuance of all agency permits (e.g., Federal, State, County, and City).
- Provide pre-construction services, construction management/administration, and full construction services for the parking garage and site development.
- Provide project close-out services.

**13. Joint Ventures/Single-Purpose Entity**

- a) **Joint Ventures Permitted for Proposal Submissions.** For purposes of the Proposal submission and evaluation, the Proposer may form a joint venture entity, and the owner/members of the joint venture shall be deemed to be the Proposer (i.e., the joint venture members with an ownership interest in the joint venture may meet the qualification requirement collectively). ***If the Proposer is a joint venture, the joint venture's Proposal shall contain an executed Proposal Certification Questionnaire and Requirements Affidavit from each of the owner/members of the joint venture participating in the Proposal.*** If awarded the RFP, the ownership interests of each member of the joint venture entity shall be disclosed in any Agreement resulting from this solicitation.
- b) **A Successful Proposer is Required to Create a Single Purpose Entity to Serve as a Contract Entity only if a Joint Venture is contemplated.** The successful Proposer shall be required to, prior to execution of the Agreement, create a single purpose entity (such as a limited liability company) to serve as the entity that enters into the Agreement with the City and shall be the vehicle through which the Proposer raises the capital/equity commitments from investors for the Project, subject to the City's rights in and to the Project. If the successful Proposer is a joint venture entity, and the joint venture entity is not a single purpose entity, the joint venture shall be required to create a single purpose entity to serve as the entity that enters into the Agreement, as applicable.

**14. Financial Capabilities**

The City aims to hire a team with sufficient financial resources to complete the Project without delays. The proposal must provide sufficient information to verify that the team contractor has the financial capacity to secure bonding adequate to construct the Project.

The proposer must include a letter from the Surety company outlining the contractor's bonding capacity and financial reliability to execute this project.

Performance and Payment bonds, written on the City's forms, shall be submitted with the executed contract by the Proposer receiving an award. They shall be written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award.

**15. Proposer's Responsibilities**

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

**16. Costs Incurred by the Proposer in Preparation of the Proposal**

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

**17. Submission Format Requirements**

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

**The City will in no way be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.**

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

## **18. Proposal Requirements**

To maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

### **18.1 PROPOSER'S QUALIFICATIONS AND EXPERIENCE – PART A**

#### **18.1.1 Title page:**

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

#### **18.1.2 Table of Contents:**

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

#### **18.1.3 Letter of Interest:**

Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's comprehension of the project and a positive commitment to provide the services described herein. (Maximum 2 pages, 8.5" x 11" single-sided)

In the letter, include:

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

#### **18.1.4 Understanding of the Project:**

Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City, the Parking Garage, and the community. (Maximum 10 pages, 8.5" x 11", single-sided).

#### **18.1.5 Organizational Chart:**

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services (Maximum 1 page, 8.5" x 11", single-sided).

#### **18.1.6 Principals:**

Submit a list of all principals for the Proposer and all key team member companies/firms (the Proposer, builder, key architecture/engineering firm, and companies/firms providing capital or financing). This information is not necessary for sub-contractors of the General Contractor. Include who the City would be entering into an Agreement with and if there are intentions to form any special purpose entity. The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

#### **18.1.7 Resumes of Key Personnel:**

Provide resumes for key project team members and their associated garage experience, particularly experience with designing and constructing a parking garage in a mixed-use environment within the last 10 years. Experience with a parking garage connecting to and serving a hotel should be highlighted (Maximum 2 pages per individual, 8.5" x 11", single-sided).

**18.1.8 Copy of State of Florida Architect, Engineer or another Professional License:**

Provide a copy of applicable license(s) for team member(s).

**18.1.9 Copy of State of Florida General Contracting License:**

Provide a copy of applicable license(s) for team member(s).

**18.1.10 Conflicts of Interest:**

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**18.1.11 Unique Capabilities:**

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project (Maximum 2 pages, 8.5" x 11", single-sided).

**18.1.12 Statement of Skills and Experience of Project Team:**

Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Describe the experience as a garage designer and garage builder. 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 ten years) where the team members have performed projects with similar characteristics (Maximum 5 pages, 8.5" x 11", single-sided).

**18.1.13 References:**

Provide references (no more than 3 from past projects) of garages, preferably of similar size and scope, with adjoining hotel structure designed and constructed by key team members. The successful team must include members from the design and construction fields with garage experience. Projects can include past and active projects. 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 the respondent's activities concerning the project (Maximum 2 pages, 8.5" x 11", per project reference.)

**18.1.14 Litigation:**

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years (Maximum 2 pages, 8.5" x 11" single-sided).

**18.1.15 Bonding Capacity:**

The proposer must include a letter from the Surety company outlining the contractor's bonding capacity and financial reliability to execute this project. Failure to include a letter from a qualified Surety company will disqualify the proposal.

Performance and Payment bonds, written on the City's forms, shall be submitted with the executed contract by the Proposer receiving an award. They shall be written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award.

**18.1.16 Office Locations:**

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and the 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 (the City of Pompano Beach), include a brief statement



as to whether or not the firm will arrange for a local office during the contract term, if necessary (Maximum 2 pages, 8.5" x 11" single-sided).

## **18.2 DESIGN, RESILIENCY, STAGING & PROJECT TIMELINE – PART B**

### **18.2.1 Conceptual Design:**

Provide conceptual architectural diagrams of the proposed project's floor plans, elevations, and renderings. The conceptual design is expected to further the City's design standards and continue the City's legacy of investment in architecturally significant buildings incorporating artistic elements. The Proposer should contemplate queuing for valet drop-off/pickup on-site.

### **18.2.2 Programming - Required Parking:**

Indicate how the Proposer will comply with parking requirements for the proposed program that will be used to meet the multiuser demands. More specifically, describe how the general public and hotel guests parking will be designated or separated in the design of the parking garage, including specific details on access and function to all parking spaces and users. Note, that the City may not necessarily reserve exclusive spaces for hotel guest use to allow for shared use when the hotel is not at capacity. Include a discussion on when it is expected that the parking garage will be useable by the public based on the project timeline required to be provided as part of the Proposal (Maximum 5 pages, 8.5" x 11", single-sided)

### **18.2.3 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. Emphasis will be placed on the discussion regarding ensuring compatibility and connectivity to a future hotel next to the garage.

### **18.2.4 Resiliency:**

Proposers are encouraged to incorporate green products when available. In addition, provide the Proposer's approach for meeting or exceeding Resiliency Standards aimed at protecting assets against sea level rising impacts, and specify how the Resiliency Standards are incorporated in the Proposer's conceptual design.

### **18.2.5 Environmental Compliance:**

Submit a complete history of all environmental citations, violations, notices, and dispositions. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations.

### **18.2.6 Project Timeline:**

Provide a comprehensive project timeline (subdivided into phases, if necessary) following Contract approval, identifying the estimated length of time to reach milestones, including design completion, commencement of construction (factoring in permitting), completion of construction, and period to be fully operational, and any contingencies that may affect this timeline. Address the specific parking plan timeline and how the disruption and diminution of parking during construction will be mitigated.

Note that the City's ultimate goal is to construct a parking garage by spring 2027. Per the contract terms, the city plans to impose liquidated damages for failure to deliver on time unless delays are reasonable and mutually agreed upon. The City will contemplate incentives for promptly delivering ahead of schedule and on budget, up to 50% of remaining contingency funds, not to exceed 3% of the Project's total cost.

### **18.2.7 Schedule:**

The proposed anticipated project schedule includes contract preparation and approval, a schematic design and negotiation phase, a design drawing and city permitting phase, a construction period, a construction closeout, and a certificate of occupancy.

### **18.2.8 Coordination:**

Describe the ability of the team to coordinate and successfully complete the required building design.

### **18.2.9 Staging During Construction:**

Provide a narrative of how staging during construction would be accomplished for equipment and parking of construction vehicles, how excessive dust would be mitigated, and how disruption to the public will be managed.

## **18.3 FINANCIAL IMPACT**

### **The Procurement and Contracts staff will evaluate this section.**

Provide an itemized Project Budget/Guaranteed Maximum Price (GMP) for the entire Project, including estimated soft costs (architectural/engineering), construction hard costs, other soft costs, direct costs, pre-opening/working capital, contingency and escalation, artistic/wrap for the garage, and any other unique project costs. Include a separate sub-section to break out the costs associated with the Project.

The lowest proposed Project Budget or Guaranteed Maximum Price will be awarded the maximum points for this section. Every other response will be given points proportionally to the lowest GMP received. This point total will be calculated by dividing the lowest GMP by the following response received and multiplying by the maximum points allotted for the Financial Impact section.

$$\begin{array}{rcccl} \frac{\text{Lowest GMP Proposed}}{\text{Next Proposer's GMP}} & & \text{Maximum Allotted} & & \text{Assigned} \\ & & \text{Points} & & \text{Score} \\ & & \times & & = \\ \text{Example: } & \frac{\$1,650,000}{\$2,000,000} (0.825) & \times & 5 & = \underline{\underline{4.125 \text{ points}}} \end{array}$$

## **18.4 LOCAL BUSINESS PROGRAM**

### **The Procurement and Contracts staff will evaluate this section.**

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

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

### **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 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 for a minimum of one year prior to the date of issuance of a solicitation.

## **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 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 solicitation.

## **LOCAL VENDOR SUBCONTRACTOR.**

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. 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 for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City '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 Solicitation is **15%** 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 companies 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 preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. 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 5 Points.
  - b. Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

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

#### **18.5 OTHER REQUIRED DOCUMENTATION**

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

##### **18.5.1 City Forms:**

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

##### **18.5.2 Bid Bond:**

The Proposal must be accompanied by a Bid Bond (Proposal Bond) issued on a form by a surety satisfactory to the City for \$25,000.00 or in the form of a cashier's check issued to the City of Pompano Beach, Florida.

The Bid Bond of the Successful Proposer will be retained until such Proposer has executed an Agreement and furnished the required contract security (Performance and Payment bonds.) If the Successful Proposer fails to execute and deliver the Agreement and furnish the required contract security within twenty-one (21) calendar days after receipt of the contract documents from the City, the City may annul the contract award, and if this occurs, the Proposal Bond of that Proposer will be forfeited.

##### **18.5.3 Insurance**

The insurance described herein reflects the requirements deemed necessary for this contract by the City. This level of insurance does not necessarily have to be in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will speed the review process to determine the most qualified Proposer. The contractor is responsible for delivering 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 the city as an additional insured on a primary basis on all such coverage.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by the agreement/contract, including limits, coverages, or endorsements. The 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 the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall,

at its sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (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. No exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.
2. Liability Insurance
  - a. Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.
  - b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

#### **TYPE OF INSURANCE LIMITS OF LIABILITY**

**GENERAL LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- XX explosion & collapse
- XX hazard
- XX underground hazard
- XX products/completed bodily injury and property damage combined
- XX operations hazard
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent contractor's personal injury
- XX personal injury
  - \_\_\_\_\_ sexual abuse/molestation
  - \_\_\_\_\_ liquor legal liability

**AUTOMOBILE LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

#### **REAL & PERSONAL PROPERTY:**

\_\_\_\_\_ Comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY:** Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate

- XX other than umbrella bodily injury and property damage combined

**PROFESSIONAL LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

- XX professional liability

If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

**ENVIRONMENTAL / POLLUTION LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

XX environmental/pollution liability

**CYBER LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

\_\_\_\_\_ 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.

1. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its 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 and Five Hundred Thousand Dollars (\$500,000) per aggregate.
2. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
  - a. Certificates of Insurance evidencing the required coverage;
  - b. Names and addresses of companies providing coverage
  - c. Effective and expiration dates of policies; and
  - d. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
3. **Insurance Cancellation or Modification:** Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.
4. **Waiver of Subrogation:** Contractor hereby waives any and all rights 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/contract to waive subrogation without an endorsement, then the 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 that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.
5. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.
6. Builder Risk insurance is required.

## 19. **Minimum Eligibility Requirements**

All proposals received must meet the minimum eligibility requirements as required in Section 18 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City deems necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-responsive

**20. Evaluation Committee**

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified Design-Build company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Design/Build Services Agreement.

**21. Evaluation Process**

Procurement and Contracts Department staff will initiate the review of the Proposal's to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Process of this solicitation will be performed in two parts, Part A and Part B. Part A will review the proposer's qualifications and experience, which includes the following sections:

| SECTION | 18.1 PROPOSER'S QUALIFICATIONS AND EXPERIENCE – PART A                        |
|---------|-------------------------------------------------------------------------------|
| 18.1.1  | Title page                                                                    |
| 18.1.2  | Table of Contents                                                             |
| 18.1.3  | Letter of Interest                                                            |
| 18.1.4  | Understanding of the Project                                                  |
| 18.1.5  | Organizational Chart                                                          |
| 18.1.6  | Principals                                                                    |
| 18.1.7  | Resumes of Key Personnel                                                      |
| 18.1.8  | Copy of State of Florida Architect, Engineer, or another Professional License |
| 18.1.9  | Provide a copy of applicable license(s) for team member(s)                    |
| 18.1.10 | Conflicts of Interest                                                         |
| 18.1.11 | Unique Capabilities                                                           |
| 18.1.12 | Statement of Skills and Experience of Project Team                            |
| 18.1.13 | References                                                                    |
| 18.1.14 | Litigation                                                                    |
| 18.1.15 | Bonding Capacity                                                              |
| 18.1.16 | Office Locations                                                              |

The Evaluation Committee, after reviewing Part A of each proposal, will rank each proposal by ordinal ranking system with a score of "1" assigned to the Proposer deemed most qualified by the Committee Member. A short list of up to five (5) proposers, if five or more proposals are received, comprised of the most qualified Proposers from Part A, shall be invited back to a second Evaluation Committee meeting (Part B), where the shortlisted proposers will make a presentation on the proposer's design, resiliency & project timeline, programming, financial impact, and local business program participation.

**The shortlisted Proposers will be evaluated under Part B, independent of the scores and criteria reviewed in Part A.**

**Evaluation Scoring – Part B:**

Procurement and Contracts Department staff will provide the Evaluation Committee with Part B of each proposal (the Financial Impact section will be evaluated by Procurement and Contracts staff and present the scores to the Committee), which includes the following sections:

| SECTION NO. | SECTION DESCRIPTION                                                                                       | POINTS   |
|-------------|-----------------------------------------------------------------------------------------------------------|----------|
| <b>18.2</b> | <b>DESIGN, RESILIENCY, STAGING &amp; PROJECT TIMELINE – PART B</b>                                        |          |
| 18.2.1      | Conceptual Design                                                                                         | 30       |
| 18.2.2      | Programming - Required Parking                                                                            | 10       |
| 18.2.3      | Technical Approach                                                                                        | 15       |
| 18.2.4      | Resiliency                                                                                                | 5        |
| 18.2.5      | Environmental Compliance                                                                                  | 5        |
| 18.2.6      | Project Timeline                                                                                          | 10       |
| 18.2.7      | Schedule                                                                                                  | 10       |
| 18.2.8      | Coordination                                                                                              | 5        |
| <b>18.3</b> | <b>FINANCIAL IMPACT<br/>(Procurement and Contracts Department staff will evaluate this Section)</b>       | <b>5</b> |
| <b>18.4</b> | <b>LOCAL BUSINESS PROGRAM<br/>(Procurement and Contracts Department staff will evaluate this Section)</b> | <b>5</b> |

The Shortlisted Proposals will give a 30-minute presentation to the Evaluation Committee members, followed by a Question-and-Answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer from the Part B process will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

**Tie Breaker:**

In case where there is a tie for the highest-ranked proposers in Part B, the recommendations shall be made by giving preference to the following items in this order:

1. Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
2. Local Business Program Participation
3. Closest Proximity/Location to Project site
4. Coin Toss

**Technicalities:**

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

**Committee's Recommendations:**

The Evaluation Committee may recommend rejecting any proposals or awarding the Design-Build Services Oceanside Parking Garage for the construction of a parking garage at 109 N. Ocean Boulevard to the highest-ranked proposal.



A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, as they deem appropriate before making its recommendation for award, starting with the Part B highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive proposer if it chooses to do so. Each ranked responsive Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive proposers, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

**22. Negotiations:**

Following the Part B Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

**23. Determination of Award:**

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

**24. Funding**

The City has the funding available on hand for the design of the Project. However, the City will fund the construction of the garage through debt issuance and with existing funds towards the award for the design services as part of the design-build contract. The construction funds will not be available until the debt is issued and approved by the City once the design is complete. The City shall reserve the right to terminate the design-build agreement if the City is unable to issue debt, the City disagrees on the final Guaranteed Maximum Price (GMP) with the design-build contractor or any other reasonable circumstances that preclude the City from moving forward with the project.

**25. Relationship to the City**

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

**26. Observance of Laws**

The Proposer is expected to be familiar with and comply with all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

**27. Environmental Regulations**

The City reserves the right to consider the Proposer's history of citations or violations of environmental regulations in investigating the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

**28. 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.

**29. Retention of Records and Right to Access**

During the term of the contract, the selected Proposers shall maintain all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected Proposers must comply with recommendations for changes, additions, or deletions by the City's Internal Auditor. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports,

and records relating to this contract. The selected Proposers shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after the final payment under the contract.

**30. Lobbying**

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. 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 questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

**31. Cone of Silence**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

**32. Communications**

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

**33. 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.

**34. 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, 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.

**35. Staff Assignment**

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

**36. Contract Terms**

The contract shall include, at minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. 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, the 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.

**37. 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 duly executed writing.

**38. 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 representatives, successors, and assigns.

**39. Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

**40. Manner of Performance**

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, 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, 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 licenses, permits, registrations, authorization, or certifications 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.

**41. Quality**

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

**42. Omissions**

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

**43. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

**44. Protest Procedures**

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

**Director of Procurement and Contracts, City of Pompano Beach  
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060**

**45. RFP Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by 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. 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 the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

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

#### **46. 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 the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida.

b. Conflict Of Interest

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any 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.

c. Drug-Free Workplace

The selected firm(s) must verify that they will operate a “Drug-Free Workplace” as outlined in Florida Statute 287.087.

d. 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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.

e. 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. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because 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 because 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, standards, 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 Procurement and Contracts Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

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

k. Price Adjustments

Price adjustments shall be handled on a case-by-case basis. Before any price adjustments are made, the reason must be provided in writing and accepted by the Director of Procurement and Contracts.

l. Invoicing/Payment

All invoices should be sent to the 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.

m. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise and State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

n. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City'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 its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include, but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

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

o. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

p. Public Records

- i. The City is a public agency subject to Section 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 Section 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 agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
  - d. Upon completion of the agreement/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 agreement/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 agreement/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 compatible with the City's information technology systems.
- ii. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN:  
IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE  
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED  
PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE  
AGREEMENT/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](mailto:RecordsCustodian@copbfl.com)**

**47. 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. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.



**48. Attachments**

**Appendix A - Minimum Engineering Specifications**

Typical Specs for Parking Garage/Parking Office Bathroom, as applicable

**Appendix B - Maps, Plans, Studies, and Other Important Data**

Exhibit A - Location Map

Exhibit B - Survey

Exhibit C - Boundary Map and Legal Description

Exhibit D - ALTA Survey

Exhibit E - Setbacks

Exhibit F - Geotechnical Study

Exhibit G - Phase 1 Environmental Report

Exhibit H - Atlantic Blvd Overlay District Zoning Code

Exhibit I - Project Boundaries

**Appendix C - City Forms**

Exhibit A - Local Business Participation Form

Exhibit B - Letter of Intent Form

Exhibit C - Local Business Unavailability Form

Exhibit D - Good Faith Effort Form

Exhibit E - Local Subcontractor Utilization Report

Exhibit F – References

Exhibit G - Contractor Performance Report

Exhibit H - Disclosure Of Potential Conflict Of Interest And Conflicting  
Employment Or Contractual Relationship

Exhibit O - Performance and Payment Bond Forms