



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-33-17**

**OPERATIONS, MANAGEMENT, PROGRAMMING,
AND DEVELOPMENT OF THE
POMPANO BEACH AMPHITHEATER**

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

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NOTE: ANTICIPATED RFP PROCESS TIMELINE

- RFP will be issued on or near May 22, 2017
- Proposals are due at 2:00pm on June 22, 2017 (“on the street” for 30 days).
- Target approved agreement no later than September 2017.

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-33-17

OPERATIONS, MANAGEMENT, AND DEVELOPMENT OF
THE POMPANO BEACH AMPHITHEATER

The City of Pompano Beach, Florida, (CITY), is seeking proposals from companies experienced in facilities operations, management, programming and development as well as the promotion, production and presentation of live entertainment for the Pompano Beach Amphitheater, located at 1801 NE 6th St, Pompano Beach, FL 33060

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

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

Introduction

The Project

The Pompano Beach Amphitheater, located at 1801 NE 6th Street, has 2,894 fixed seats laid out in a fan shape with 28 rows, plus a covered stage measuring approximately 31 feet in depth and 88 feet at the stage opening. An additional backstage facility includes dressing rooms and a lounge for performers and limited office space; the structure also contains ticket windows, restrooms and concession areas for patrons, two storage rooms offstage, and a loading dock.

The setting for the Amphitheater is ideally situated among several important City facilities including a very active community center (Emma Lou Olsen Center), a recreation center consisting of tennis courts, an aquatic center, Community Park, picnic areas and several parking lots to serve the various facilities. Just north of the site is a newly renovated 18-hole championship golf course and clubhouse and a highly successful regional airport. Plans showing the layout of the amphitheater, these adjacent facilities and the extent of parking available to event patrons are labeled as "Community Park with Amphitheater" on the eBid attachments tab.

The location is also highly accessible to major roadways including US-1 and Interstate-95, the major arteries that provide travel routes to the Amphitheater. Tours of the Amphitheater are available upon request.

In 2013, the City of Pompano Beach commissioned Webb Management Services to conduct a study on the market opportunities and prospects for the Amphitheater. A copy of the report can be found at the following address:

<http://pompanobeachfl.gov/assets/docs/pages/cra/projects/Pompano%20Beach%20Amphitheater.pdf>

Through April of the current fiscal year (Oct '16 through Sep '17), (13 shows) have been produced with paid attendees totaling approximately 23,554 (1,811/show). For the 2016 fiscal year, nineteen (19) shows were produced with paid attendees totaling approximately 30,000 (1,583/show). The City currently operates the Amphitheater internally with a combination of part-time staff, event staff and contracted services, all under the auspices of the Department of Parks, Recreation and Cultural Arts.

Recent Development/Investments in Pompano Beach

The City of Pompano Beach is one of Broward County's most important urban areas, containing approximately 105,000 residents. (Refer to the Attachments "Amphitheater 10, 30, 50 mile radius" and "Amphitheater Drive Time 10, 30, 50 min" for demographic data about the City of Pompano Beach).

The City is undergoing urban redevelopment and has an active Community Redevelopment Agency (CRA) investing public funds in new infrastructure and recruiting new business to the City. The City's beaches, a short distance east of the Amphitheater, are some of the finest in the United States and enjoy immense popularity by visitors.

Redevelopment projects within the City include numerous cultural facilities. Currently the City is constructing a new Broward County Library (~25,000 sq. ft.) in conjunction with the new Pompano Beach Cultural Center (~20,000 sq. ft.). The new Cultural Center will be used for performances and visual and media arts. The City's CRA has also completed two small venues of approximately 10,000 square feet each, in the northwest downtown close to City Hall. One venue specializes in visual art and the other focuses on music and cultural heritage. Pompano Beach, never known in the past for its culture, is fast becoming a destination for the arts. This bodes well for establishing a visitor market and drawing audiences for entertainment at the Amphitheater.

New projects occurring in the City also includes the addition of new hotel rooms. In 2015, a new beachfront Marriott Hotel of 194 rooms was completed. Other hotels are being planned on or near the beach, including two south of Atlantic Boulevard and two north of Atlantic Boulevard. This would add more than 600 new rooms to the inventory, one which until recently had no Class A hotel rooms.

The City and its CRA have expended more than \$15 million in upgrading the beach, boardwalk and parking. Recently the City completed a \$25 million, 625 space, 5-level parking structure on the beach to handle the demand from residents and visitors. Furthermore, the City is working in its Downtown area, where a major effort is being made to increase the urban population with new downtown residents.

In addition, at the intersection of Atlantic Boulevard, the City's major thoroughfare, and Interstate 95, the City and its CRA are assembling and developing a 270-acre Innovation District to include Class A office space, retail space, urban midrise residential space, hotels, and

educational institutions—particularly those that focus on innovation and ideas. The project is expected to add several billion dollars to the tax base.

A. Scope of Services

General

It is the goal of the City to develop a contractual relationship for the operation, management, programming and development as well as the promotion, production and presentation of live entertainment for the Pompano Beach Amphitheater.

Objective 1. Provide a range of entertainment events for area residents and visitors. The live entertainment should include a minimum of 25 shows over a period of one year.

Objective 2. Provide an escalating stream of revenue to the City of Pompano Beach to reverse the current deficit trend and create a positive cash flow to the City from operations at the Pompano Beach Amphitheater.

Objective 3. Improve and maintain the Amphitheater to enhance the patron experience and minimize impact on surrounding facilities and residential neighborhoods.

Objective 4. Provide employment and training opportunities for City residents, and support local businesses.

Objective #5: Enhance the regional profile and image of the City of Pompano Beach.

B. Term of Contract

Proposed lease terms for the Amphitheater shall be for 7-years, with 3-year renewal increments.

C. Local Business Program (CITY PROVISIONS)

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

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

The City has set a 15% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding

must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

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

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

D. Small Business Enterprise Program (CITY PROVISIONS)

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

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

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

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

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

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

E. Required Proposal Submittal/Submission/Format Requirements

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

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

Title page:

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

Letter of Transmittal:

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

Table of Contents:

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

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. Proposer must include all RFP forms and pages as part of their electronic proposal, including [to be finalized].

Tab #1: Firm Information:

Include firm name, address, telephone and fax numbers; ownership/organizational structure; parent company (if applicable); officers and principals. If the Contractor intends to create a separate entity solely for the proposal, then each partner, stockholder or member should describe their respective legal organizational structure.

a. Description of Key Personnel:

Including: Principal(s) in charge; Project Manager designated; and all other key personnel, Proposers, or consultants who will be assigned to the project. Provide an organizational chart identifying all key personnel who will be participating in the project.

b. Experience:

Experience and qualifications of the Proposer's team and resumes outlining experience and education of individuals who would be instrumental in operations, management, and programming at the Amphitheater.

Most important is information on the prior experience of the Proposer and key personnel as developers, programmers, and/or operators of facilities similar and relevant to the Pompano Beach Amphitheater. Describe the full team involved these projects, their roles, and how these other facilities were developed, improved, programmed, and operated successfully. Provide images and financial details on these projects.

Also include in this section information regarding any contract terminations that have occurred over the past five years regardless of whether such termination was by consent or was "for cause termination" or "default."

c. 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.

d. Litigation:

Disclose any litigation within the past five (5) years arising from the firm's (or firms') performance or involving any projects or key personnel. Also, describe any current pending litigation.

e. References:

Provide at least three (3) references from entities familiar with the Proposer's experience. Include the reference's phone number, fax number, physical and e-mail addresses, and dates of the contract. If applicable, include reference from a local, state, or governmental organization.

f. Financial Qualifications and Capability:

Provide three (3) years of externally audited financial statements together with explanatory notes.

Tab #2: Vision, Approach and Operating Plan:

a. Vision and Approach

Propose how the Amphitheater can and should be improved, programmed, and operated, and how that approach responds to the objectives outlined in the Scope of Services above. Also address how the operator will enhance the regional profile and image of the City of Pompano Beach.

Proposals should include a performance and entertainment event strategy that entails a minimum of (25) shows per season.

b. Operating Plan

Provide detailed information on how the Amphitheater will operate on a day-to-day basis, addressing all the following areas:

1. The booking, promotion, and presentation of live entertainment, and what guidelines will be in place to ensure that presented events reflect the values and standards of the community. The proposer should also commit to an annual number of presented events and present a rationale for that activity level.
2. What efforts will be made to have the Amphitheater rented to local groups, arts organizations, other nonprofits, and commercial users.
3. How the City can book and use the Amphitheater for various community events.
4. Estimates on the number of each performance or rental type through the first five years of operation, plus attendance estimates for those events.
5. How event ticketing will be managed and what charges will be levied on ticket buyers and facility renters.
6. How food and beverage operations will be managed, including event concessions, licensing for the sale of alcohol, and special event catering.
7. How backstage labor will be contracted and deployed to support presented and rental events.
8. The solicitation of event sponsors, and how Operator will ensure that these arrangements do no harm to the image and reputation of the City.
9. How front-of-house operations will be managed, and by whom.
10. If and how volunteers will be engaged to support the operation of the Amphitheater.
11. How events will be loaded in and out of the Amphitheater without compromising activities at neighboring facilities.
12. How public safety and security procedures will be developed and put in place, and what policies will minimize complaints from neighboring businesses and residents.
13. What financial interest the facility operator might have in presented events, ticketing operations, food and beverage services, and any other aspect of

Amphitheater operations. Also propose how these additional financial interests will be disclosed to the facility owner over time.

14. The maintenance and upkeep of the Amphitheater. Proposer should provide a detailed maintenance plan for the facility.
15. How event-parking operations would be managed with the other facilities and activities already in place in the vicinity. Also address the need for production, employee, and vendor parking.
16. NOTE: For events organized by Contractor the City shall provide free parking on the shaded areas depicted in attachment "Community Park with Amphitheater."
17. How local residents and businesses would be engaged benefit from the Proposer's plan for the Amphitheater.

Tab #3: Lease and Revenue Sharing Terms

Provide an overall statement regarding how the proposal will maximize the revenue that is returned to the City. Proposals that include an up-front license fee, monthly lease payment, profit sharing (from gross revenue), or a combination of the three are encouraged.

Provide an overall statement regarding how the proposal will maximize the revenue that is returned to the City. Proposals that include an up-front license fee, monthly lease payment, profit sharing (from gross revenue), or a combination of the three are encouraged.

- a. Identify the lease terms or financial structure proposed during the 7-year lease of the facility, including any profit participation, including the number of proposed 3-year options for renewal.
 1. Lease rates and escalations over the term of the contract
 2. A share of income from ticket events, food and beverage sales, parking, and/or merchandise
 3. The sale of naming rights and event sponsorships
 4. Other Income
- b. Other Lease Provisions
 1. At the City's discretion and subject to negotiation, Pompano Beach Community Park, including the grounds surrounding the Amphitheater, may be available to expand programming at the Amphitheater.
 2. At the City's discretion and subject to negotiation, the Emma Lou Olson Center, attached to the Amphitheater, may be available to expand programming at the Amphitheater. The Center includes meeting rooms, a multi-purpose room, and kitchen.
- c. Schedule
 - Submit a proposed schedule showing all appropriate milestones including periods for lease agreement negotiations.

Tab #4: Description of Proposed Capital/Physical Improvements

In this section, the Proposer should identify, budget, and propose how physical improvements to the Amphitheater should be approached. Proposals must include installation of a new tensile-roofed structure over part of the seating area. Other improvements might include:

- a. The need for upgraded, state-of-the-art sound and lighting systems
- b. Installation of a new tensile-roofed structure
- c. Upgraded back of house and loading facilities
- d. Improved ticketing, food and beverage and other public facilities
- e. Installation of additional and/or upgraded seating to expand the venue's current seating capacity and/or enhance the patron experience.

The Proposer should also address how and when improvements should be made to minimize the disruption of operations, and the extent to which the Proposer is prepared to fund improvements.

Tab #5: Operating Pro-forma

Proposer should develop a five-year pro-forma operating budget based on their approach and operating plan for the Amphitheater, with detailed information on activity, event attendance, and all sources of revenue and expenses. The budget should show the distribution of operating proceeds, the funding of a capital reserve, and who is responsible for any operating shortfall.

Tab #6: Additional Considerations:

Identify any additional or unique resources, options, capabilities, or assets which the Proposer would bring to this project. For example, how the Proposer will hire local residents and businesses as a part of the endeavor.

F. Insurance (CITY PROVISIONS)

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

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

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

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

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

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

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

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

Type of Insurance Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$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 | |
| | hazard | |
| __ | underground hazard | |
| XX | products/completed | bodily injury and property damage combined |

- operations hazard
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent contractors personal injury
- XX personal injury
- sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

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

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY		Per Occurrence	Aggregate
XX	other than umbrella bodily injury and property damage combined	\$1,000,000	\$2,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis	\$1,000,000	\$2,000,000

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

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and

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

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

G. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

<u>Criteria</u>		<u>Point Range</u>
1.	Expertise, Relevant Experience and Corporate Resources	0-25
2.	Responsiveness to City Objectives	0-25
3.	Operating Vision, Approach and Plan	0-25
4.	Financial Proposal, including Capital Improvement Plan	0-25
Total		100

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

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

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

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

H. 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.

I. Retention of Records and Right to Access

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

J. 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.

K. 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.

L. 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.

M. 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.

N. Contract Terms

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

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

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

O. 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.

P. 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.

Q. Termination

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

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

R. Manner of Performance

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

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

S. 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.

T. RFP Conditions and Provisions

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

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

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

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

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

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

U. Standard Provisions

1. Governing Law

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

2. Licenses

In order to perform public work, the successful Proposer shall: Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

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

City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

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

- i. Keep and maintain public records required by the City in order to perform the service;
- ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

PUBLIC RECORDS CUSTODIAN

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

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

V. 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.

W. 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.

X. Contractor Performance Report

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

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

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

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.

Would you select/recommend this contractor again? Yes No

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⁾
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)
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Local Business Subcontractor Utilization Report Instructions

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

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

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

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

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

RFP Number _____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

RFP # _____

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

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

3. Did you send written notices to Local Businesses?

Yes No

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

4. Did you advertise in local publications?

Yes No

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

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

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

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

LOCAL BUSINESS EXHIBIT "D"

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

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

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Materials to be Purchased	Contract Amount

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

EXHIBIT "E"

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

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price: _____

(Date)

(Name of SBE Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

SBE EXHIBIT "F"

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

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

items to be performed in the City of Pompano Beach:

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

Said SBE CONTRACTOR(s):

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "G"

GOOD FAITH EFFORT REPORT SBE EXHIBIT "H"

RFP # _____

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

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

3. Did you send written notices to SBEs?

Yes No

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

4. Did you advertise in local publications?

Yes No

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

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

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

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.