



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

E-16-19, STEP 2

MASTER DEVELOPMENT OF CITY-OWNED PROPERTY

**RFP OPENING: JANUARY 28, 2020, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS E-16-19 STEP 2

The City of Pompano Beach (the "City"), Florida invites only the Proposers shortlisted pursuant to solicitation number E-16-19 ("Step 1"), to submit Technical and Price Proposals for:

STEP 2 - MASTER DEVELOPMENT OF CITY-OWNED PROPERTY LOCATED AT 109 N. OCEAN BOULEVARD (STATE ROAD A1A) INCLUDING A PUBLIC-PRIVATE PARTNERSHIP ("P3") FOR DESIGN, BUILD, FINANCE, OPERATION AND MAINTENANCE ("DBFOM") SERVICES, INCLUDING CONSTRUCTION OF A PUBLIC PARKING GARAGE AND SURROUNDING INFRASTRUCTURE, PREPARATION OF SITES FOR FUTURE PRIVATE DEVELOPMENT AND DELIVERY OF COMMERCIAL DEVELOPMENT (herein called "OCEANSIDE P3" or "Project").

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

I. Introduction and Intent

The intent of the City is to solicit proposals and to issue a contract to a Project Team to design, build, finance, operate and maintain (1) a public parking garage and associated infrastructure with at least 600 spaces for use by the public plus any additional spaces required to support the proposed private development (the "Public Component"), and (2) surrounding private development, including, for example, a hotel and a grocery store (the "Private Component"). The team should include a design/build architect, general contractor, financing firm to provide capital to fund the entire project, a maintenance company to maintain all the capital improvements for a period of not less than twenty-five (25) years, and a parking operating company to provide parking and related operational services for the garage to the City. The RFP described herein is Step 2 of a two-step procurement process; Step 1 was previously issued on February 8, 2019.

The City is seeking proposals that demonstrate creativity in addressing neighborhood compatibility, street frontage eye-appeal, pedestrian compatibility, quality architectural design, an exciting urban activity center, and quality materials in construction. The City wishes for the Project to have a lasting impression on the public and visitors to the area.

Themes should contemplate local history, future transit opportunities, innovation in parking technology for ease of use by the public, future cultural arts activities in the area, and enhance the City's vision for the barrier island community. The successful Proposer will have to coordinate design activities and site development construction with City staff and key consultants representing various City Departments.

For the purpose of this document, the term "Proposer" means the firm, corporation, joint venture, partnerships, individual or other legal entity submitting a proposal to this Request for Proposals ("RFP"). "Project Team" means the Proposer, Team Members, and any subcontractors proposed by a Proposer in response to this solicitation. "Team Member(s)" means each entity set forth in the organizational chart submitted in a Proposal that will perform a lead role in the Project. The term "Proposal" means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. Finally, the term "Project" means the Public and Private Components solicited by the RFP.

II. General Proposal Information

Proposers clearly demonstrated the experience of their team and their background of developing similar projects in Step 1. In Step 2, with respect to the design of the buildings and the site plan, Proposers will demonstrate their creativity in producing an exceptional mixed-use, urban development with a major parking garage. Proposers will present a well-articulated conceptual design.

The City reserves the right to accept or reject any or all proposals received and reserves the right to make any award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of The City of Pompano Beach's official file and will be a matter of public record.

The Project Team will be required to comply with the contractual requirements of this RFP and its subsequent contract agreement for development. The form of contract agreement will be provided by the City and will include many provisions in the standard terms for projects of this nature.

General Requirements

The Proposal must include (1) a technical approach and price proposal for the Public Component, including operations and maintenance of the garage, assuming private financing (2) a price proposal for the Public Component, assuming that the City will finance the Public Component, (3) a technical approach and price proposal for the Private Component, and (4) all other submittal requirements provided in Section V of the RFP. The price proposal for the Private Component must include the proposed land lease price being offered to the City, described in more detail in Section V(O).

As explained in more detail in Section V, the Public Component must include (1) a public parking garage with at least 600 parking spaces dedicated to use by the public

plus any additional parking spaces required by the Private Component, and (2) a new roadway, including utilities, that connects State Road A1A with Riverside Drive.

As explained in more detail in Section V(O), the Private Component may consist of a grocery store (highly desirable) to serve the barrier island and a hotel to advance the City's brand of being a tourism destination. However, neither of these uses is required to be included in the Proposal—the City will consider any reasonable mix of uses that provides the best value to the City. For example, other complimentary uses may include an office building for companies who wish to be located in a special environment, connected to restaurants and the beach at the edge of the Atlantic Ocean.

Electronic Proposal Submission, Proposer Questions, and Addenda

Proposers must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. 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.

Proposers may also submit questions regarding the RFP via the City's eBid system in order to ensure a thorough understanding of the requirements of this solicitation.

Proposals are due by 2:00 pm (local) on January 28, 2020.

Organization of Submittal:

In order to maintain comparability between Proposals and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections. Detailed requirements regarding each section are stated in Section V. Failure to submit any of this information may render a Proposal non-responsive.

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III. Project Scope

Project Site

The Site is located at 109 North Ocean Boulevard (A1A), ½ block north of East Atlantic Boulevard, and it also fronts on Riverside Drive in Pompano Beach, Florida. A site location map is included as **Attachment 1** and site survey is included as **Attachment 2** to this RFP. A survey produced in AutoCAD is available on the City's eBid system. Please note that the site location map and survey contains two parcels ("A" and "B"); "A" being the existing Oceanside parking lot and "B" being the current parking lot of the City's Beach Fire Station.

Summary of Project Objectives and Scope

The City wishes to receive proposals for the Public Component and Private Component of the Project, which, at a minimum, will consist of the following:

- A public parking garage with a minimum of 600 parking spaces dedicated for use by the public, and any other parking required by the Private Component, constructed by a precast concrete system or by a poured-in-place system, depending upon the cost and the bearing loads contemplated for structures above the garage. The Proposer may, in addition to the standard concrete parking garage, propose a hybrid garage which includes a minimum of 100 public parking spaces in a standard concrete garage, with the balance of the 600 minimum public spaces provided by an automated (robotic) parking system. Alternative pricing for this hybrid system must also be provided;
- A new roadway that connects State Road A1A with Riverside Drive through the Site;
- Utilities (water, water reuse, sewer, drainage, internet services, and other) within the right-of-way of the new roadway; and
- On-street parking on the new roadway, where feasible. If Parcel B is utilized by the Proposer for either the Public or Private Component, then there needs to be an accommodation for visitor parking for the City's Fire Station in close proximity to the Fire Station;
- A system for waste management (trash, recycled waste, and grease) for the Project;
- Private uses, which may, but are not required to include a limited-service hotel and retail space that includes a grocery store. Other uses will be considered, so long as the uses are compatible with the Project's

purposes, which are to enhance the character and quality of life on the barrier island for residents and visitors. The total square footage of the Private Component should be between 20,000 and 50,000 square feet.

Proposers should consider the following enhancements to the Project. Any enhancement should be priced separately from the base price of the required aspects of the Public and Private Components.

- Consider utilizing Parcel B for development of the Private Component. If the Proposer does so, new Fire Station parking spaces must be provided for employees and must be convenient to the Fire Station. Since stormwater will be provided for the Project, land used for storm water retention for the Fire Station could be moved to the Site and reused for parking for the Fire Station. A revised site plan and storm water permit will be required if Parcel "B" is utilized for development, the cost of which would be borne by the Proposer. The feasibility of the incorporation of the Fire Station into the Project will be at the discretion of the Proposer, and if the Proposer chooses not to incorporate, then this should be stated in the Proposal.
- Consider other development enhancements including connecting buildings separated from the garage with a second-floor level walkway to the garage.
- Consider proposing garage rooftop green amenities such as roof garden, solar farm, observation area for viewing the ocean and intracoastal waterway, and other potential interesting real estate developments. The Proposer may choose to lease part of the garage roof for private food and beverage entertainment. Furthermore, the scope does not prevent stacking a building on top of the garage, although the cost must be justified by the benefit it creates.

Team Members

The City's goal is to hire an experienced and competent Team to complete the Project. Although Proposers were required to submit their credentials in Step 1, Proposers may add any additional information on Team Members (including the automated/robotic garage team member) that may clearly demonstrate the experience of their team to document the capacity to successfully complete the project for the City.

Financial Capacity

The City's goal is to select a Proposer with sufficient financial resources to finance and complete the project without delays. Proposer must also provide sufficient information to verify that the relevant Team Members have the financial capacity to secure bonding adequate to construct the project.

Financing the Project

Proposers are required to provide the funds necessary to design and construct Public and Private Components of the Project. The Proposer must provide for a Team Member who has the financial capacity to finance the Public Component and is experienced in executing successful financing documents for similar projects.

Project Design/Development Concept/Delivery

The proposed parking garage, as discussed earlier, will be either (1) a standard concrete garage with a ramp system providing the entire number of required spaces (600 public) or (2) a hybrid garage containing both a conventional type with speed ramps, containing at least 100 public spaces, with the balance of the public parking spaces provided within an automated garage. Each floor of the standard concrete garage should contain at least one electric dual charging station for an electric vehicle.

The public spaces may not be used to meet the parking needs for the Private Component—additional spaces must be provided to ensure adequate parking for the Private Component. For example, if the Private Component requires 250 parking spaces, then the Proposer must provide at least 850 parking spaces (600 public plus 250 for the Private Component).

Additionally, the PROPOSER may take into consideration that other users in the area, generally those in close proximity to the project site, may be interested in the provision of a certain number of parking spaces for their needs; but, the City will require that the additional users must pay their prorated share of the cost of the additional spaces in cash and not contribute additional financial burden to the debt of the Project. The City has contemplated current known area users who might be interested in this arrangement in its 600 public space allocation within the new parking garage.

The placement of the parking garage should be such that it is combined with a mixed-use structure along North Ocean Drive (A1A) in a manner that the commercial portion partially shields the west view of the garage from A1A. In addition, the garage should be placed along the western boundary of the Site along Riverside Drive in combination with potentially a commercial structure, again shielding partially the view looking east from Riverside Drive. Architectural elements should wrap around the parking garage to create an interesting modern look.

The project must meet all applicable Florida Parking garage codes (latest edition) and meet all (current) applicable South Florida wind load requirements.

The project must meet all applicable review processes of the City including Development Review Committee (DRC), Planning and Zoning (P&Z), and Architectural Advisory Committee (AAC) requirements, as well as City's

Engineering, City's Development Services (Planning and Zoning, Building Department), Fire, Police and all required outside agency requirements. In addition, the CRA East Advisory Committee may invite the winning PROPOSER to a meeting to explain their proposal.

This is a time sensitive project and it is highly desirable to have the garage, roadway, supporting infrastructure, and building pad(s) preparation portion of the Project be operational by no later than December 2021. This item will be important in the evaluation of this RFP. The City plans to impose liquidated damages of up to \$500.00 per day for failure to deliver on time.

Land Use Plan Amendment & Rezoning Process

In anticipation that Proposers will be interested in private development on the Site, the City has initiated a land use plan amendment (LUPA) with both the City and Broward County that will allow commercial development on the Site, so long as it meets the criteria that it enhances the experience of visiting the public facilities on the beach. The City will include the input of the successful Step 2 Proposer as soon as the selection has been made. A copy of the Land Use Amendment, as well as an estimated timeline for City/Broward County approval of the LUPA may be found online under the City's eBid system. A discussion of the Land Use Plan Amendment and Rezoning Process is also included in the City's Ebid system.

Zoning Requirements

The Project Team must develop the Project under the City's zoning code, which in addition to basic regulations contains the Atlantic Overlay District ("AOD") design requirements. Attention must be given to not only provisions concerning commercial buildings but those pertaining to garages. For details related to AOD requirements, the Proposer may contact the Development Services Department or obtain a copy of the regulation on the eBid system. Generally, the permitted uses for private development on the Site include retail, such as a grocery store, specialty retail, office and other commercial uses. Residential is not a permitted use and would require a land use amendment for its approval, which potentially may not be supported by the County/City. Proposers should be aware that the project must comply with other required City code regulations (i.e. landscaping, parking, design etc.).

IV. Local Business Program

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

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

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity, which has maintained a permanent place of business within the City limits and maintains a staffing level, within this local office, of at least 10% 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 bid or proposal solicitation.

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

3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity, which has maintained a permanent place of business within the City limits. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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

The City is **strongly committed** to ensuring the participation of City businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (**Exhibit A**) listing the local businesses that will be used on the contract, and the Letter of Intent Form (**Exhibit B**) from each local business that will participate in the contract.

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

If a Prime Contractor/Vendor is not able to achieve the required goal for the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (**Exhibit C**), listing firms that were contacted but not available, and the Good Faith Effort Report (**Exhibit D**), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document as **Exhibit A.1**.

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 follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this RFP. 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 five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 & 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

4. At the end of each month, the successful applicant(s) shall be required to submit quantitative data demonstrating local participation goals are met and depicting local hires, local vendors participating in the project, percent participation vs. total contract awards, etc. This information shall be provided in a timely fashion to the City's designee.

V. Proposal Submission Package Requirements

A. Tab One: Title Page

Show the project name and number (E-16-19 Step 2), the name of the Proposer's firm, address, telephone number, name of contact person and the date.

B. Tab Two: Table of Contents

Include a clear identification of the material by section Tab and by page number pursuant to this section.

C. Tab Three: Letter of Transmittal (2 page limit)

Proposers must submit a transmittal letter duly executed by the individual(s) with authority to bind the Proposer. Letter of Transmittal must:

- Briefly state the Proposer's understanding of the project and express a positive commitment to provide the master development services described herein.
- Briefly describe the Proposer's commitment to community outreach for support of the Project components as well as for outreach to maximize local participation (local contractors or sub-contractors) in the Project construction.
- 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.

D. Tab Four: Organizational Chart /Team Members Roles

The Step 2 response requires in-depth information about the primary firm(s) that comprise the Proposer that will enter into a contract with the City. In particular, this section seeks detailed information about the full management team who will be actively involved in the project day to day, with clearly defined roles and responsibilities of key personnel. In addition to the primary firm that was pre-qualified in Step 1, all firms involved in the management of this project must be identified at this stage. Proposers must provide the following information:

1. An organizational chart for the Proposer's project management team. In the chart, identify key personnel that will be responsible for the oversight and day to day project management of the Project.

The chart should include:

- The Proposer firm(s) as well as any legal partners or firms that will be legally bound to the Proposer or to the City.
 - The Senior Project Manager(s) and their role(s).
 - List the key personnel in the boxes for each operational category below who will oversee all sub-consultants or departments (these can be combined or organized per operational preference).
 - a) Design (Public and Private Components)
 - b) Builder (General Contractor)
 - c) Financing team
 - d) Operator (Garage)
 - e) Maintenance (Garage)
 - f) Neighborhood and Community Outreach
 - If the Proposer intends to form a partnership with other firm(s) that will oversee any of the operational disciplines above, clearly indicate on the Organizational Chart the name of the firm(s) and their key personnel.
 - Indicate which personnel will be located full-time in the South Florida area, and those who will be working remotely.
2. Provide resumes for all key personnel who will be directly involved in both the daily management and planning of the Project, including the Senior Project Manager(s) and supervisors for each of the functions listed above.
 3. Provide detailed information on who within the Proposer's firm or on the team will be responsible for negotiating the business terms for the agreement with the City. Provide resumes for those individuals. Define what their role was in agreements for similar Projects. (This section pertains to the Proposer firm and those individuals who will be making business decisions for the firm, not the legal team that may be hired to represent the Proposer during negotiations.)

E. Tab Five: Financial Capacity

In order for the City to assess the relevant Team Members' financial capacity to complete the Project, the Proposer must submit the following:

1. A letter from one or more financial entities that can verify the Proposer's financial capacity and history securing financing for the development of

- similar projects consisting of a mixture of public sector and private real estate components constructed over time in an urban area generally in excess of \$40 Million dollars.
2. The financial structure for previous projects of similar scale and complexity. Provide proof of securing funding for similar types of projects and indicate how the project was financed. Financial capacity can be demonstrated through the Team Members' experience with capital investments, debt and equity capacity, and other financing mechanisms.
 3. The financial statements of the Proposer for the past three years that demonstrate the financial status of the Proposer. In the event that the Proposer is a consortium/venture between multiple entities with an equity interest, financial statements for each equity member of the Proposer must be provided. In the event that an entity other than the Proposer will be guaranteeing the performance of the prime construction contractor, the financial statements of the guarantor must also be provided. Specific company financial information shall be kept confidential to the extent permitted by certain Florida Statutes. Such information should be marked "CONFIDENTIAL" and uploaded to the City's eBid system separately from proposal.
 4. The bonding capacity of the Team Members (including, but not limited to general contractors) who have such capacity. Provide examples of surety companies that have issued Performance and Payment bonds for others on your team. Name similar projects the surety company covered and amounts covered. Performance and Payment bonds, written on the City's forms (see **Attachment 4**), shall be required to be submitted with the executed contract by the Proposer receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award.

Note: A Proposer's failure to submit documentation demonstrating the financial capacity to complete the project may result in the proposal being deemed non-responsive. The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to a solicitation and marked "CONFIDENTIAL" will be exempt from public disclosure to the extent permitted by Florida Statute. Should a Proposer claim confidentiality, the Proposer must state the exemption pursuant to Florida Statute. Should the City be challenged for withholding any document claimed exempt by the Proposer, the Proposer agrees to indemnify the City for any liability related to the non-disclosure and the costs of litigation arising out of such claim.

F. Tab Six: Architectural and Engineering Drawings

Submit drawings that illustrate the proposal concept (conceptual plans) including but not limited to the following documents listed below. Utilize a scale that is standard in the industry for floor plans, elevations, preliminary engineering plans, cross sections, and site plans.

- Illustrative site plan as a rendering depicting the Project with the placement of the garage, new connecting roadway, potential private development sites (with conceptual buildings), site landscaping and features, prominent signage, street lighting, indication of pavers and other surface treatments, and other features that Proposer desires to emphasize. The “skin” of the garage building including the roof and other architectural elements should be iconic and appealing to the eye of the public, particularly the residents who live within sight of the garage. This element is considered crucial to the success of this project. The architectural style of the parking garage should be in accordance with the Atlantic Overlay District Design Guidelines, a copy of which may be found on the City’s eBid system.
- Engineering site plan (not illustrative) that depicts in more engineering terms the elements of the Project as described above, including key dimensions, on-street parking, queuing areas for the garage, entrances and exits of the garage, walkways, streetlights, bicycle parking and lanes, cross walks, and other important features.
- Preliminary civil engineering utility and roadway plan, describing the approximate location and estimated size of utility systems’ piping of water, sewer, drainage, electrical, low voltage, and other systems. Assume that the new roadway could be a candidate location for a storm water retention area system, utilizing pavers that shed water to the underside of the pavers, which are laid on a drainage field or used for underground exfiltration piping and tank storage.
- Garage ground floor, second floor, typical upper floor, and roof plan. The Proposer may assume that the garage is strictly a standard concrete garage probably utilizing a speed ramp for access to upper floors. The first floor of the proposed multi-level garage should accommodate any required mechanical, electrical, fire protection, trash room, and elevator equipment rooms, and the clear ceiling height should be not less than fourteen to fifteen feet (14’-15’) in order to accommodate tall vehicles for the first level of parking, including delivery trucks. A loading and unloading zone should be contemplated within the design. The size of the parking garage is governed by the design criteria, but the Project Team’s design and construction team members will determine the particular detail of the layout of the garage and other infrastructure design, subject to the review and approval of the City. A speed ramp for the standard garage would be preferable for ease of use by users. For the standard concrete component of the garage, the floors must be flat to allow for ease of use by the public. Public bathrooms should be constructed in the garage, where possible. Americans with Disabilities Act (ADA) requirements must be incorporated in all aspects of design of the garage and the majority of handicap parking spaces should be located on the ground floor of the garage and not on the roadway, if possible. Traffic flow patterns throughout the proposed structure must be thoroughly investigated. However, the main access should be located on the new access roadway just east of A1A. The new

roadway connector street will serve as a stacking area during times of high volume of vehicles entering the garage. An additional ingress-egress access point should be considered from Riverside Drive on the ground floor as a relief exit, subject to design considerations. A driveway for deliveries located between the commercial building and the garage should be considered as well as access for the loading of waste into a waste truck. Appropriate signage and graphics shall be provided to clearly define access and egress, emergency and safety information, and any other information necessary for the proper and safe operation of the garage.

- An alternative hybrid garage, which contains a standard concrete garage on at least two floors and an automated garage on top or alongside the standard garage. With respect to pricing a hybrid system, consider that the standard concrete garage component must contain a minimum of approximately 100 spaces, with the balance provided by automated parking. The total number of parking spaces must equal at least 600 public spaces plus the amount necessary for the Private Component. The purpose of a hybrid garage is to separate very short-term parking users (15 minutes to 30 minutes) from longer term users (1 hour to 3 hours as well as monthly permit parkers). If a Proposer suggests a grocery store within the Project, it may be necessary for an even shorter-term, dedicated parking location for grocery shoppers.
- Elevations of the parking garage as seen from its entrance and from Riverside Drive and North Ocean Drive (A1A). The elevations of the structure should be compatible with the architectural intent of the Pier Development, which lies northeast of the Project Site. In addition, there should be a recognition of the impressive condominium to the south (The Plaza at Oceanside) of the Project in terms of connection and architectural compatibility.
- Provide typical cross sections illustrating the structural framing systems. Describe in narrative the concept of the foundation plan for the garage, particularly if Proposers desire to use the roof upon which to place a commercial building in the future.
- Provide at least one (1) “bird’s eye” perspective of the Project within context of the surrounding neighborhood.
- The site plan must include the Private Component, as well as indicate where any future private real estate development could be located (conceptual plans). The sizes and dimensions of the development pads should be labeled. Proposers will be allowed to amend the proposed site plan post-award. Commercial space must be included as a “liner” facing Riverside Drive and also facing State Road A1A. Please refer to the Atlantic Overlay District Zoning Code for the liner requirements in the City’s eBid system. The liners on Riverside Drive and A1A could be located within the garage or on its exterior.

The following alternatives to the design may be proposed. For each alternative design, an alternative cost must be proposed as a separate line item in the price proposal:

- A waste depository room in the garage, accessible by truck to the waste provider of the City or other provider. Waste generated by third party users that generate a great deal of solid waste and recyclable materials such as a grocer, restaurant, hotel, office building is encouraged to be handled within each specific user building or space. Grease traps for restaurants and other uses must have their own traps on their own site. The City will not permit any user to transfer grease from one location to a nearby grease trap.
- Alternative roof plans, including use of solar, roof bar and entertainment area for sub-lease to a tenant, and other enhancements that provide revenues or an attraction to consumers.
- Alternative garage exterior treatments.

In addition, Proposer should describe the following:

- The liner building required under the AOD zoning of occupiable commercial space facing Riverside Drive and North Ocean (A1A) at street level, which may be ether placed outside the garage footprint or inside the structure.
- The use of Parcel B. In engineering terms, describe how the Fire Station replacement spaces will be provided. A limited number of spaces may be provided in the garage, but new spaces must be replaced that are easily accessible to the Fire Station for the employees and the public.
- If storm water areas serving the Fire Station and the City's Lift Station, which are located outside of the Site, are used for new Fire Station parking, describe how a new stormwater area can be captured to serve not only the Project but also that which was borrowed from the Fire Station or Lift Station.
- Any iconic elements of the Project that provide a signature or brand to the complex.

G. Tab Seven: Public Component Construction Specifications Outline

Provide a sufficiently detailed set of outline specifications for the Public Component, broken down by division (using CSI or other industry standard). The request is to challenge the Proposer to write an organized and readable set of outline specifications with sufficient detail to explain the Proposer's important construction elements of the Public Component. Include detail for important choices of materials and equipment including but not limited to items described below. The list below is very limited in scope and Proposers should exhibit their expertise in developing outline specifications of their own, which may include, but may not be limited to:

- structural system of the concrete garage as well as the automated hybrid alternative. The parking structure shall be designed with high quality, long-

term durability, and low maintenance components, particularly protected from the salt air transmitted from the Atlantic Ocean.

- coatings on the interior floors of the garage and exterior coating on the roof;
- lighting fixtures, including emergency lighting that meets the Crime Prevention through Environmental Design (CPTED) guidelines, within the garage or attached to the garage and lighting fixtures along the roadway and throughout the exterior of the Project;
- shade structures on the roof particularly if the shade structures double as solar energy panels;
- waterproofing and protection methods for the steel reinforcement and other metal products against salt air corrosion;
- elevator systems;
- glazing on the exterior of the standard concrete garage state the glazing skin of the automated garage;
- new roadway surface and subsurface exfiltration system;
- provision for alternates for installation of garage electronic wireless, detection of parking vacancy and floor signage depicting available spaces; provide security camera system in the garage and within the Project Site.
- public bathrooms in garage should be designed for high maintenance due to public use but should be high-quality design;
- exterior neon or other type of illuminated signage on the garage, which must be seen both from A1A and Riverside Drive;
- conduits provided in the new roadway for low voltage systems such as internet, telephone, and cable tv;
- insulation in interior spaces of garage such as bathrooms;
- drainage collection system of rainwater from the roof;
- fire services;
- emergency generators to provide electricity to garage lighting, elevator, and other life safety systems; accessories such as exhaust silencer for the generator. Emergency generators should be of sufficient capacity to provide electricity to the garage elevators, emergency lighting, robotic elevators and systems, and all life safety equipment.

Proposers may use diagrams or drawings to illustrate specifications.

H. Tab Eight: Parking System Technology

The garage will be expected to provide advanced technology for parking services for hourly, monthly permit, third-party valet parking and hurricane emergency parking. Currently the City operates a garage (Pier Garage) opened in 2016 and utilizes a ticket dispensing system for entering and exiting the garage combined with stand-alone pay stations. The pay stations accept cash. Waiting times for exiting are particularly long during peak times, caused by back up at the gate exit by drivers forgetting to pay at the pay stations as well as only having one exit.

Proposers should provide adequate entrances and exits in order to adequately handle traffic flow and prevent backup.

Proposers should provide for the discussion of parking system technology in their proposal. The City is currently studying the option for their current garage of using vehicle mounted, automated vehicle identification stickers (AVI) to identify preregistered vehicles for entering and exiting as well as automatically debiting parking fees. Exiting is likewise facilitated by a reader that automatically reads the sticker and lifts the gate for exiting. Other systems being explored by the City are automated license plate readers (ALPR) for permit parkers and preregistered vehicles whose plates are read both entering and exiting and charged on a preloaded credit card for the time used for parking in the garage.

Proposers must explain the parking technology that will be utilized. Specifically, Proposers should provide:

- An explanation of how the technology provides parking rate discounts for special users, such as residents. In addition, technology must be able to handle hotel self-park and valet park in which the hotel guests' parking fees are tracked through the guests' hotel billing system.
- Suggestions for Parking Access and Revenue Control System (PARCS) utilizing conventional gated system at all ingress and egress points or the use of any other modern technology for the control of parkers such as but not limited to, License Plate Readers (LPR).
- Suggestions for way finding systems utilizing sensors, LPR or other technology to assist in monitoring occupancy and available parking capacity.
- A line item for parking technology in the project cost analysis and likewise provide the technology operating costs and maintenance fee in the operating cost analysis. There should be separate line items for any proposed alternatives.

I. Tab Nine: Waste Management

The City desires to include in the new garage a convenient location for their waste management contractor to pick up trash generated in the Project, whether it will be generated within the garage or on the grounds. However, trash generated by private development, which may be built in a later phase, such as a grocery store, or restaurant, or hotel, should be able to provide areas in their own facility for the storage of trash and the system of its disposal. Trash generated by food and beverage operations should always be stored in an air-conditioned space and contain special cleaning facilities and a floor drain in order to wash the floors of the trash rooms with fresh water daily. If privately operated food and beverage tenants and other commercial users generate trash, which cannot be contained within their own premises, Proposers must find a convenient location within the garage but at the same time plan on handling the trash without creating a nuisance which could be disturbing to the users of the garage.

Proposers should indicate in a narrative and/or illustrative way, how solid waste will be handled.

J. Tab Ten: Parking Garage Maintenance

Proposers must detail their proposed plan to maintain the garage and remainder of the Public Component for the duration of the contract term. The Project Team is to provide maintenance of all elements of the Public Component, including not only major buildings such as the garages but also smaller components that make up the elements of a larger component, such as elevators and HVAC systems. Although it is difficult to estimate future maintenance costs, Proposers should be sufficiently experienced in property management that they will be able to commit to the maintenance of the Public Component over the contract term without requiring any adjustments to the contract price. Note the following:

- The term of the maintenance agreement will be for the life of the lease with the selected Proposer. If the City chooses the hybrid garage alternative, which includes an automated garage component, the Proposer must state the cost of the maintenance on an annual basis for the first 10 years of the robotic garage, including the cost of providing the service of spare parts on-hand and a mechanic within a reasonable driving distance to the garage in order to service an elevator breakdown within a short period of time.
- The Proposer must estimate the cost of the maintenance contracts for major components of the building including the roof, elevators, HVAC, exterior painting and other key elements.
- Proposer may assume that the Private Component tenants, such as a hotel or retail center will operate and maintain parts of its own grounds, such as a hotel pool or a roof garden on top of a commercial building. However, the selected Proposer is expected to maintain the entire property (both Public and Private Components) in a consistent manner and to a high standard.

K. Tab Eleven: Parking Garage Operation

Proposers must detail their proposed plan to provide for the operation of the parking garage for the entire contract term. Proposers may contemplate parking revenues to be generated by hourly parking, monthly parking and special permits and other revenues generated from the bulk sale of third-party parking spaces (from neighbors interested in purchasing licensing use rights to spaces in the garage). **Please refer to the City's eBid system for an appraisal of the Project site**, as commissioned by the City. Assume that the rates charged for parking in the garage may be demand based-variable rate system in which the rates are significantly different during off-season compared to in-season and during holidays and special events. Currently the City utilizes a modified demand

based-variable rate system as described above and has the latitude to raise rates when demand warrants, up to twenty percent higher over the approved City ordinance rates. The Oceanside garage may warrant a system that is even more dynamically variable in terms of rates such that the result will be that available parking will be available at all times. Since the City is attempting to design and build a modern parking garage that is more convenient, more accessible, and more predictable for its residents, businesses, and visitors, a variable rate system with a greater latitude of the rates will be considered by the City. **Refer to a copy of the City's current parking rate ordinance located online in the eBid system.** Proposers must discuss any proposed changes to the City's parking rate structure for the new parking garage.

L. Tab Twelve: Proposed Financial Plan

1. Proposers must provide a Sources and Uses of Capital Schedule (the "Schedule"), including debt and equity; and predevelopment, soft and hard construction costs. Proposers must provide a separate Schedule for the Public and Private components of the Project. City recognizes that costs for the Private component of the Project may be preliminary in nature and will be updated once the Phase 2 process is initiated. The costs that are expected to be expended during the preconstruction, construction, and post-construction warranty phase should be shown, followed by adequate detail within each of the major cost categories, with an overall total project cost. Cost details should include the major components of the parking garage (for both standard and hybrid), roadway, utilities, site costs, preparing building pads for future real estate development, soft costs, insurance, general conditions, warranties and other standard categories. Proposers must provide Project Costs according to real estate industry or commercial general contracting standard practices. Organize the information in an easily readable spreadsheet format for the layman to understand. **An excel template is provided within the City's eBid system or Proposers may provide their own. Each alternative option as discussed within this RFP must be included as a separately identifiable line item.**
2. Proposers must provide a phasing plan and financial structure for each Phase (Phase 1-public component; Phase 2-private component).
3. Proposers must provide a price proposal, including a long-term, twenty-five year, post-construction Project Team Cash Flow Operating Statement for the public sector component of the Project (garage, roadway and supporting infrastructure), with the Project Team assuming 100% risk for financing of the Public Component (i.e., no guarantees or other credit enhancements from the City or CRA). The price proposal must clearly state the proposed payment terms (for example, an annual availability payment from the City, if required, or an annual payment from the Proposer to the City). Proposers must state maximum financing term they

are agreeable to generally. Separately, Proposers must describe any credit enhancements that the Proposer would like to negotiate with the City (including, for example, guarantees of parking revenues) and the impact such enhancements would have on the price proposal; provided, however, that the Proposal may not be conditioned on the City accepting any of the suggested guarantees or credit enhancements.

4. Proposers must also provide a price proposal, including twenty-five year, post-construction Project Team Cash Flow Operating Statement for the public sector component of the Project (garage, roadway and supporting infrastructure), with the Project Team assuming 0% risk for financing of the Public Component (i.e., the City or CRA finances the construction of the project.). The price proposal must clearly state the proposed payment terms (for example, an annual availability payment from the City, if required, or an annual payment from the Proposer to the City).
5. For each of the two above price proposals, Proposers must describe the general approach and proposed financial obligations of both the public and private sector partners, including, but not limited to, tax increment funding (TIF), bonds, parking fees, ground lease amounts, subtenant lease amounts or other sources. Proposers should include parking fees, garage retail liner space rent, CRA TIF (from private sector development on the Project site), expenses from garage operations, and commercial liner expenses. Proposers may contemplate parking revenues to be generated by hourly parking, monthly parking and special permits and other revenues generated from the bulk sale of third-party parking spaces (from neighbors interested in purchasing licensing use rights to spaces in the garage). **Please refer to the City's eBid system for an appraisal of the Site**, as commissioned by the City. Assume that the rates charged for parking in the garage may be demand based-variable rate system in which the rates are significantly different during off-season compared to in-season and during holidays and special events. Currently the City utilizes a modified demand based-variable rate system as described above and has the latitude to raise rates when demand warrants up to twenty percent higher over the approved City ordinance rates. The Oceanside garage may warrant a system that is even more dynamically variable in terms of rates such that the result will be that available parking will be available at all times. Since the City is attempting to design and build a modern parking garage that is more convenient, more accessible, and more predictable for its residents, businesses, and visitors, a variable rate system with a greater latitude of the rates will be considered by the City. **Refer to a copy of the City's current parking rate ordinance located online in the eBid system.** Proposers must discuss any proposed changes to the City's parking rate structure for the new parking garage.

6. For the expenses side of the operating statement, Proposers should include all garage operational and maintenance expenses. Warranty expenses for major garage components should also be contemplated, to include, but not be limited to, automated/robotic components. Also include a line item called replacement reserves in the operating statement for the replacement of major elements of the capital facilities of the garage, such as roof replacement, painting, coatings replacement, and parking electronics replacement. **An illustrative excel file Template is provided within the City's eBid system or PROPOSERS may provide their own.**

M. Tab Thirteen: Public and Private Component Schedules

Proposers must submit a preliminary development schedule. Proposers are permitted to use the schedule submitted in Step 1.

Include proposed preliminary development schedule including the following events: development agreement preparation, negotiation and City approval, schematic architectural and engineering design, design development phase, permit drawing phase, outside government agency(ies) permitting phase, City permitting phase, land use and zoning amendment phase (as applicable), financing phase, numerous key construction phases for the first phase of the project including the garage, roadway and supporting infrastructure, construction close-out phase, certificate of occupancy, warranty phase, maintenance phase, and operating phase.

Time and phasing should be accounted for the City achieving a land use change and a zoning district change for the commercial components of the project site. Refer to the City's eBid system for a copy of the Land Use Plan Amendment and Zoning Change process, as well as a copy of the anticipated LUPA approval process timeline by the City/Broward County.

The Public Component should precede the Private Component phase since the land use and zoning changes requires approximately eighteen months - two years to achieve. The Project should be divided into parts such as constructing the site development and public infrastructure (Phase 1), constructing the public garage and its liners, the preparation of private real estate development sites for uses such as a hotel, retail or other use and the actual development timeline for such commercial uses (as applicable). Please note: the purpose of requesting a preliminary schedule is to ask the Proposer to exhibit its talent in scheduling, including exhibiting its command of scheduling software, even in this early phase of the Project. In addition, the City has prepared its own tentative schedule of tasks, described in this RFP under **Attachment 3**, as a guideline.

N. Tab Fourteen: Private Component

Proposers must submit a concept for Private Component. The City encourages Proposers to consider including a hotel and a grocery store, but alternate uses

will be considered. The hotel building can go up to 210 feet as long as it does not exceed a Floor Area Ratio (FAR) of 6. All other non-hotel buildings can only go up to 105' with a maximum FAR of 6 (unless a public plaza is included, in which case the FAR can go up to 7.2). Proposers are encouraged to contact the City's Development Services Department with any questions, but generally may refer to the City's eBid system for an overview of FAR calculation requirements.

Proposers must indicate under which terms it will enter into a long-term lease with the City, including the lease payments that would be made to the City, and consideration of sub-leasing building pads to other developers for hotels, office buildings, or specialty retail centers and/or building and leasing your own retail establishments or other commercial buildings. The lease with the City may be stated in terms of an annual or a monthly lease payment for a period not to exceed fifty (50) years, with an option to extend for an additional five (5) year term. A land lease escalation rate must also be stated, which should generally occur on an annual basis. If the Proposer is not able to define the lease rate because it has not yet defined all of the uses, then the Proposer must provide a range of lease rates based upon assumptions of the uses for the Private Component. Proposers must identify the ground lease terms proposed for the Private Component. A firm specific lease term offer is required. The individual parts for commercial development such as the frontage of the garage on Riverside Drive, the frontage of the garage on North Ocean (A1A), the creation of a real estate development pad currently utilized by the City's Fire Department, and any other real estate development pad created such as air rights on top of the garage should be presented.

The City expects the Private Component to commence after the Public Component is well underway. Note that the City wishes to provide the Proposers with the flexibility of the location and placement of private development on the Site so long as other objectives are met, such as meeting the design criteria of the zoning district (AOD) and providing required parking without reducing the availability of the required public parking spaces.

O. Tab Fifteen: Economic Impact to the City and CRA

Proposers must analyze and explain the economic impact to the City and the CRA of its proposed development and financial structure for both the Public and Private Components. At a minimum, Proposers must:

- For each component, estimate the total expected cost to the City and CRA and total expected return to the City and CRA. This is dependent upon the financial commitment expected from the City.
- For each component, estimate the fiscal impact of the Project on the CRA's tax increment for the period until the end of the life of the CRA, which is the Fiscal Year 2031. Furthermore, estimate the fiscal impact of the project on

City revenues, such as sales taxes, utility taxes, building permit fees, and other sources.

- Provide information on the estimated number and types of jobs generated upon Project stabilization, including people employed in both the Public and Private Components.

P. Tab Sixteen: Submittal Studies

Proposers must include the following studies, as prepared by the Project Team or its consultants:

- Parking Rate & Demand Study
- Tax Increment (TIF) Projections
- Economic Impact Projections for local economy (jobs, sales & use taxes, franchise fees, fire assessment fees, utility taxes, parking revenues, ground lease revenues etc.)

Q. Tab Seventeen: Required Deposit/Negotiation Fee

The selected Proposer will be required to submit a Deposit Fee (“Deposit”) by cashier’s check in the amount of seventy-five thousand dollars (\$75,000) made out to the City of Pompano Beach to be used by the City for expenses incurred by the City in preparing the RFP, in evaluating the proposals and in preparing a P3 development agreement for execution by the City and the Proposer. If, at any point the City’s remaining deposit amount is less than twenty-five thousand dollars (\$25,000), the selected Proposer must, within five days, provide additional funds so that the City has at least fifty-thousand dollars (\$50,000). If the Proposer fails to do so, the City may terminate negotiations immediately and begin negotiations with the next-ranked Proposer. In the event the project does not go forward with the Proposer, and the Proposer elects to terminate negotiations, then the balance of the funds will be returned to the Proposer. The process may continue with the selection of Proposer ranked No. 2, requiring a Deposit to cover the City’s costs for preparing and negotiating a P3 development agreement.

R. Tab Eighteen: References

Step 1 requested a list of references which Proposers may update. However, Proposers must submit a summary sheet, indicating the reference’s name and contact information, the team member being referenced, and the subject of the reference and any comments for similar projects.

S. Tab Nineteen: City Forms - Local Businesses:

Completed Local Business program forms, Exhibits A-D.

VI. Insurance

Proposer shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Proposer is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance as evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Proposer is obligated to pay compensation to employees engaged in the performance of the work. Proposer further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from PROPOSER's negligent acts or omissions in connection with PROPOSER's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability	
GENERAL LIABILITY:	Per Occurrence Aggregate	
* Policy to be written on a claims occurrence basis		
	\$1,000,000	\$2,000,000
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
XX explosion & collapse hazard		
XX underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
___ CG2010	ongoing operations (or its' equivalent)	
___ CG 2037	completed operations (or its' equivalent)	
___ sexual abuse/molestation Aggregate	Minimum \$1,000,000 Per Occurrence and Aggregate	

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

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

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

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

EXCESS / UMBRELLA LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
XX	excess/umbrella	bodily injury and property damage combined	\$5,000,000 \$5,000,000

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

(3) If Professional Liability insurance is required, PROPOSER agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims made basis			
XX	environmental/pollution liability		\$1,000,000
	\$1,000,000		

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

C. Employer's Liability. PROPOSER and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

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

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

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. Proposer 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 Proposer 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 Proposer enter into such an agreement on a pre-loss basis.

VII. Bonding Requirements

Performance and Payment Bonds: NEEDED AT THE TIME OF CONTRACT EXECUTION (Forms included in this RFP document at **ATTACHMENT 4**.)

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

VIII. Selection/Evaluation Process

A Selection/Evaluation Committee, herein referred to as the "Committee", will review and evaluate each proposal submitted in response to this RFP.

The City will distribute to each member of the Committee a copy of each proposal. The Committee will convene to review the proposals for responsiveness and identify issues for which they will request clarification during oral presentations. Proposals determined to be non-responsive will be rejected. Following the preliminary review, separate oral presentations will be scheduled with the Proposers. Oral presentations are requested for clarification purposes only; Proposers may not modify their proposals after the submission deadline.

After all oral presentations are complete, the Committee members will evaluate the proposals on the criteria established in the section below entitled “Criteria for Evaluation”. The Committee will assign points to each proposal, utilizing the technical evaluation criteria identified herein. Step 1 scores will not be given any consideration during the Step 2 evaluation.

Each evaluator’s nominal scores (i.e., total points out of 100) will be converted to an ordinal score based on the relative ranking of each firm. For example, if an evaluator awards firm A 90 points, firm B 85 points, and firm C 60 points, the ordinal scores will be 1, 2, and 3, respectively. The ordinal scores for each evaluator will be added together, and the Developer with the lowest total score will be deemed the top-ranked proposer. If there is a tie, the first tie-breaker will be the firm with the greater number of “1” ordinal scores. If there is still a tie after applying the first tie-breaker, the firm with the highest combined nominal score (i.e., the sum of the nominal scores awarded by each evaluator) will be selected.

The Selection/Evaluation Committee will present their ranking of respondents to the City Commission for approval. 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.

The highest ranked Proposer from the Step 2 process as approved by the City Commission 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.

Proposals will be evaluated using the following criteria.

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>
1	<u>Design (25 points total)</u>	
	Public Component	15
	Private Component	10
2	<u>Construction (20 points total)</u>	
	Construction Specifications	5
	Construction Phasing and Schedule	10
	Bonding capacity / Realism of proposed construction plan	5
3	<u>Financial (30 points total)</u>	
	Financial Capacity / Realism of Proposed Financial Plan	10
	Cost to City for Public Component (if financed by City)	5

	Cost to City for Public Component (if financed by Proposer)	5
	Revenue to City for Private Component	10
4	<u>O&M (25 points total)</u>	
	Operating Plan for Public Component	10
	Feasibility of proposed parking technology	5
	Maintenance Plan	10
	Total Available Points	100

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

IX. Protest Procedures

Should a Proposer wish to challenge any of the specifications in the RFP, it must file a protest in accordance with the City's General Services Procedures Manual. This protest must be filed within 5 days of the advertisement of the RFP. Proposers may contact the City's General Services Department for additional information.

X. Terms and Conditions

1. 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 or award to 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.

2. Right to Audit

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

representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

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

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

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

3. Retention of Records and Right to Access

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

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following

completion of the contract if the Contractor does not transfer the records to the City; and

- e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

4. 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.

5. 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.

6. 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.

7. 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.

8. Contract Terms

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

The contract(s) 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.

9. Waiver

It is agreed that no waiver or modification of the contract(s) 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.

10. Survivorship Rights

This contract(s) 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.

11. Termination

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

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its

election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

12. 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.

13. 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.

14. 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 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 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 Qualifications 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 Qualifications 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.

15. Standard Provisions

a. Governing Law

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

b. Licenses

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

c. Conflict of Interest

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

d. Drug Free Workplace

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

e. Public Entity Crimes

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

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, 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.

f. 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.

g. 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.

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

h. Withdrawal of Proposals

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

i. Composition of Project Team

PROPOSERS are required to commit that the Project Team's principals 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. One

exception is the identification of real estate developers or users (subtenants) for the commercial development in the project.

Furthermore, the City reserves the right with respect to the management of the public garage to substitute the Project Team's proposed operator with the City's own parking management operator since it already owns a 625 space multi-level parking garage nearby called the Pier Garage. The substitution of garage operator would be reflected in the P3 development agreement. Proposals must assume that the Proposer will operate the garage for the contract term.

j. Invoicing/Payment

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

k. Public Records

Public Records for Project Team and its Team Members and their Consultants and Sub-Contractors (herein called Contractor)

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:

1. Keep and maintain public records required by the City in order to perform the service;
2. 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;
3. 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
4. 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.

5. 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**

16. 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.

17. 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.

18. 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.

19. Attachments

This RFP includes the following Attachments:

- ATTACHMENT 1 – Site Location Map
- ATTACHMENT 2 – Site Survey
- ATTACHMENT 3 – City Tentative Project Schedule
- ATTACHMENT 4 – Performance Bond/Payment Bond Template

20. Documents Provided in City's eBid System

- AutoCad Survey
- Atlantic Overlay District Zoning Code
- City Parking Demand Study
- City's Parking Rate Ordinance
- Land Use Plan Amendment & Rezoning Process Discussion
- Land Use Plan Amendment Application
- Land Use Plan Amendment Tentative Approval Timeline
- Sources and Uses of Capital Illustrative Excel Template
- Cash Flow Operating Statement Illustrative Excel Template
- Project Site Appraisal
- Floor Area Ratio (FAR) Calculations Discussion

ATTACHMENT 1

LOCATION MAP



 P3 SITE

ATTACHMENT 2

SITE SURVEY

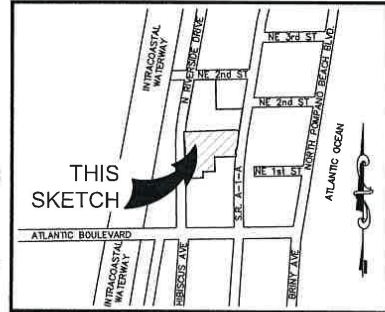
LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", OCEANSIDE FIRE STATION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 179, PAGE 178-179 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 01°03'29" WEST, ALONG THE WEST LINE OF SAID PARCEL "A", ALSO BEING THE EAST RIGHT OF WAY LINE OF NORTH RIVERSIDE DRIVE, 316.38 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST (A RADIAL BEARING FROM SAID POINT BEARS NORTH 89°08'22" EAST); THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 985.42 FEET, A CENTRAL ANGLE OF 05°14'56", AN ARC DISTANCE OF 90.27 FEET; THENCE NORTH 88°53'12" EAST, 278.83 FEET; THENCE NORTH 88°58'46" EAST, 82.49 FEET; THENCE NORTH 01°01'14" WEST, 16.52 FEET; THENCE NORTH 88°56'49" EAST, 27.38 FEET; THENCE SOUTH 25°08'20" EAST, 10.82 FEET; THENCE SOUTH 80°31'43" EAST, 61.29 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "A", ALSO BEING THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE ALONG THE EAST LINE OF SAID PARCEL "A" THE FOLLOWING SIX (6) COURSES;

(1) SOUTH 09°06'51" WEST, 38.30 FEET TO A POINT OF CURVATURE WITH CURVE CONCAVE TO THE EAST; (2) ALONG THE ARC OF SAID CURVE LEFT HAVING A RADIUS OF 2904.79 FEET, A CENTRAL ANGLE OF 02°47'15", AN ARC DISTANCE OF 141.32 FEET; (3) NORTH 84°27'44" WEST, 8.00 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST (A RADIAL BEARING FROM SAID POINT BEARS SOUTH 83°40'24" EAST); (4) ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2912.79 FEET, A CENTRAL ANGLE OF 00°47'13", AN ARC DISTANCE OF 40.00 FEET; (5) SOUTH 84°27'44" EAST, 8.00 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST (A RADIAL BEARING FROM SAID POINT BEARS SOUTH 84°27'44" EAST); (6) ALONG THE ARC OF SAID CURVE TO THE TO THE RIGHT, HAVING A RADIUS OF 2904.79 FEET, A CENTRAL ANGLE OF 00°23'40", AN ARC DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "A" THE FOLLOWING FIVE (5) COURSES; (1) SOUTH 89°02'43" WEST, 117.29 FEET; (2) SOUTH 00°53'27" EAST, 116.00 FEET; (3) SOUTH 89°02'43" WEST, 100.00 FEET; (4) SOUTH 01°18'42" EAST, 50.00 FEET; (5) SOUTH 89°02'43" WEST, 145.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 141,583 SQUARE FEET (3.250 ACRES), MORE OR LESS.



LOCATION MAP:

NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 89°02'43" WEST ALONG THE SOUTH LINE OF PARCEL "A", OCEANSIDE FIRE STATION, AS RECORDED IN PLAT BOOK 179, ON PAGES 178-179, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=80' OR SMALLER.

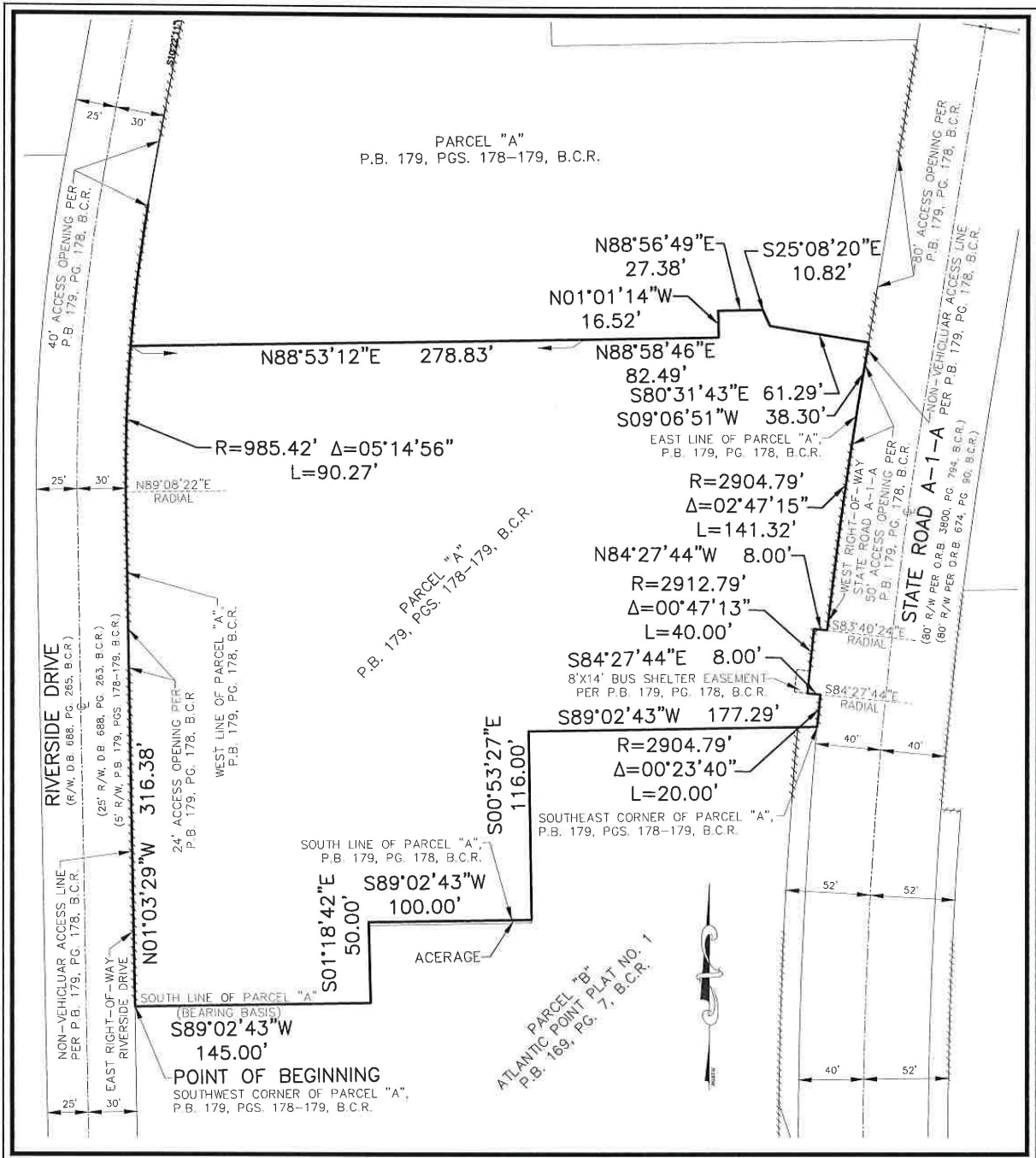
CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JULY 29, 2019 MEETS THE STANDARD OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA

SKETCH & DESCRIPTION	 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@KEITHteam.com LB NO. 6860	DATE 7/29/19	DATE REVISIONS
A PORTION OF PARCEL "A" OCEAN SIDE FIRE STATION PLAT BOOK 179, PAGE 178-179, B.C.R.	SHEET X OF X DRAWING NO. 10920.40-SKETCH & DESCRIPTION 04.dwg	SCALE 1"=80'	
POMPANO BEACH BROWARD COUNTY FLORIDA		FIELD BK. 283	
		DWNG. BY DDB	
		CHK. BY LP	



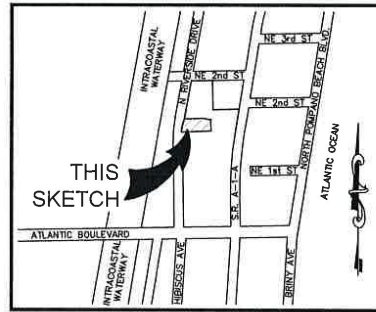
SKETCH & DESCRIPTION		 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@KEITHteam.com LB NO. 6860	DATE	7/29/19	DATE	REVISIONS
A PORTION OF PARCEL "A" OCEAN SIDE FIRE STATION PLAT BOOK 179, PAGE 178-179, B.C.R.			SHEET <u>1</u> OF <u>2</u> DRAWING NO. <u>10020.40-SKETCH & DESCRIPTION 04.dwg</u>	SCALE	1"=80'	
POMPANO BEACH BROWARD COUNTY FLORIDA			FIELD BK.	283		
			DWG. BY	DDB		
			CHK. BY	LP		

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SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 19,652 SQUARE FEET (0.451 ACRES), MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

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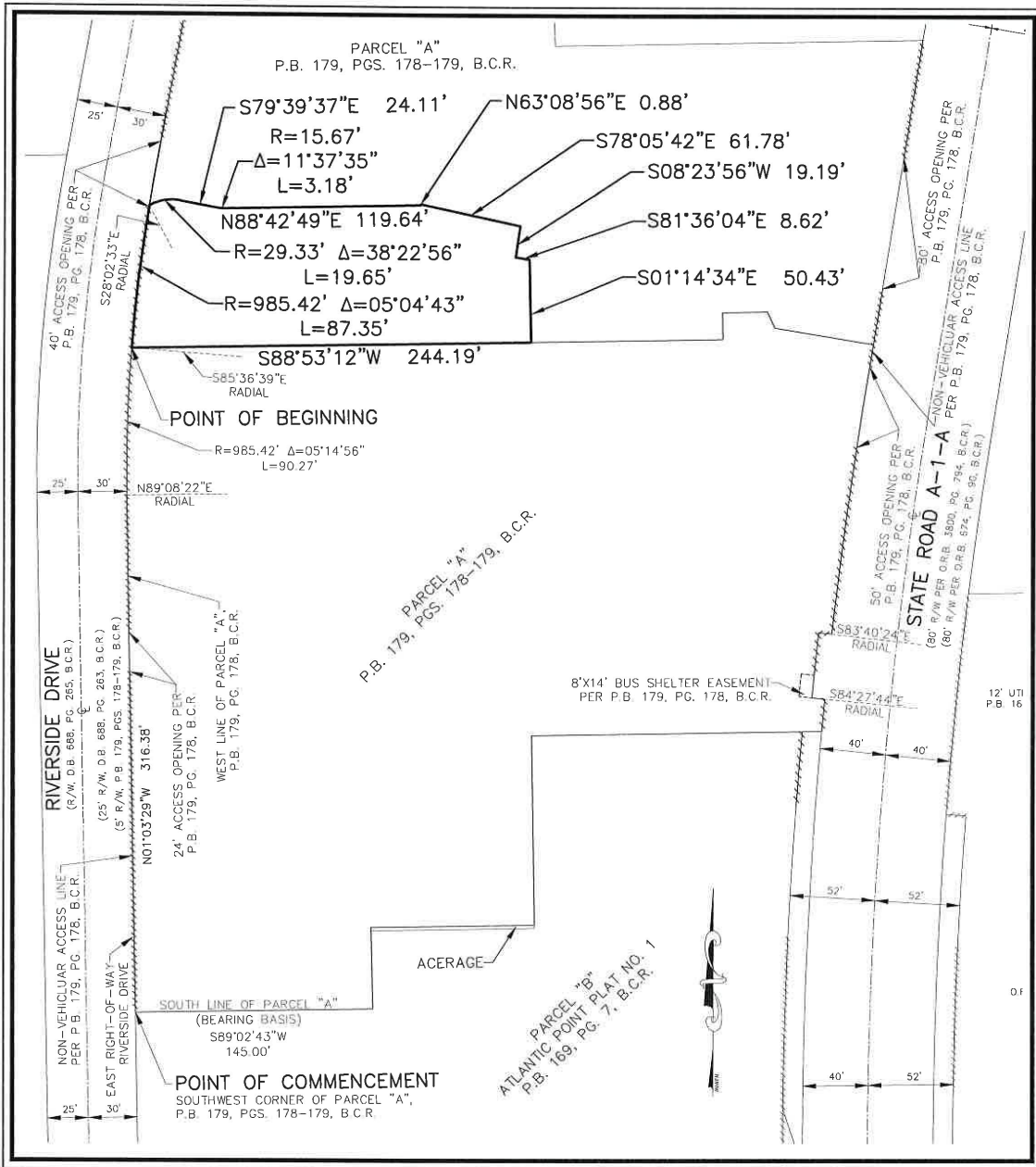
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KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
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STATE OF FLORIDA

SKETCH & DESCRIPTION		DATE 7/29/19	DATE	REVISIONS
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POMPANO BEACH BROWARD COUNTY FLORIDA	SHEET 1 OF 2	FIELD BK. 283		
	DRAWING NO. 10020.40-SKETCH & DESCRIPTION 05.dwg	DWG. BY DDB		
		CHK. BY LP		



<p>SKETCH & DESCRIPTION</p> <p>A PORTION OF PARCEL "A" OCEAN SIDE FIRE STATION PLAT BOOK 179, PAGE 178-179, B.C.R.</p> <p>POMPANO BEACH BROWARD COUNTY FLORIDA</p>	<p>KEITH</p> <p>301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@KEITHteam.com LB NO. 6860</p> <p>SHEET <u>1</u> OF <u>2</u></p> <p>DRAWING NO. 10020.40-SKETCH & DESCRIPTION 05.dwg</p>	<p>DATE <u>7/29/19</u></p> <p>SCALE <u>1"=80'</u></p> <p>FIELD BK. <u>283</u></p> <p>DWG. BY <u>DDB</u></p> <p>CHK. BY <u>LP</u></p>	<table border="1"> <thead> <tr> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	DATE	REVISIONS																		
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ATTACHMENT 3

CITY TENTATIVE SCHEDULE OF EVENTS FOR PROJECT

<u>Event No</u>	<u>Event Description</u>	<u>Event Start/Complete Date</u>
1.	Step 1 RFQ Issuance	February 2019
2.	Selection Evaluation Committee Ranking Step 1	July 2019
3.	City Commission approve RFQ Step 1 Ranking	September 2019
4.	Step 2 RFP Issuance	October 2019
5.	Selection Evaluation Committee Ranking Step 2	February 2020
6.	City Commission Approve Step 2 Ranking	March 2020
7.	Project Team Contract Negotiations Start/Complete	March-June 2020
8.	City Commission Approve Project Team Contract	June 2020
9.	Project Design and Public Input Start/Complete	June-September 2020
10.	Site Plan and Building Permit Submittal Start/Complete	September-January 2021
11.	Phase 1 Construction Start/Complete	January-December 2021
12.	Phase 2 Private Development Contract Negotiations	January-April 2021
13.	City Commission Approve Phase 2 ContractApril 2021	May 2021
14.	Phase 2 Project Design and Public Input	May-September 2021
15.	Phase 2 Site Plan and Building Permits	September-January 2022
16.	Phase 2 Private Development Construction	January 2022-January 2023

ATTACHMENT 4

Performance Bond

Project No:
Project Title:

KNOW ALL PERSONS BY THESE PRESENTS, that:

as Principal, and

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

(Written Amount)

(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as “Contractor”) did on

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as “Owner”) a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this

_____ day of _____

Countersigned By:

Contractor:

By: (Signature) _____

(SEAL)

Surety:

(SEAL OF SURETY)

By: _____
Address: _____

PAYMENT BOND FORM

Project No:

Project Title:

Facility Name:

BY THIS BOND, WE, _____, as Principal,
 and _____, a corporation, as Surety, are bound to
 The City of Pompano Beach, Florida, herein called "Owner", in the sum of:

(Written Amount) (Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

THE CONDITION OF THIS BOND is that if Principal:

- Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

- Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on: _____

	Name of Surety:	_____
(SEAL OF SURETY)		
	By:	_____
		Attorney in Fact
	Name of Principal:	_____
(SEAL OF PRINCIPAL)		
	By:	_____
		Its authorized officer

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

**REQUEST FOR PROPOSALS
E-16-19, STEP 2**

MASTER DEVELOPMENT OF CITY-OWNED PROPERTY

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 _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify





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): _____

Multiple horizontal lines for providing details for item 7.

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

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

_____	_____	_____
Ratings completed by (print name)	Ratings completed by signature	Date
_____	_____	_____
Department Head (print name)	Department Head Signature	Date
_____	_____	_____
Vendor Representative (print name)	Contractor Representative Signature	Date

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

City of Pompano Beach Florida
Local Business Subcontractor Utilization Report- EXHIBIT A.1

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 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
EXHIBIT "A"

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/Percentage</u>

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)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab 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 "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: _____
