



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-07-21**

**PARKING OPERATION MANAGEMENT
SERVICES**

OPENING: DECEMBER 14, 2020, 2:00 P.M.

**Virtual Zoom Meeting
POMPANO BEACH, FLORIDA 33060**

November 12, 2020

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-07-21

PARKING OPERATIONS MANAGEMENT SERVICES

The City of Pompano Beach (the “City”), a City of about 112,000 residents, is seeking proposals from qualified firms to provide Parking Operations Management Services to the City for the management of approximately 2,000 on-street and surface lot public parking spaces and a public parking garage (the “Pier Parking Garage) containing 640 spaces, most of which are located on the barrier island of the City situated between the Atlantic Ocean and the Intercostal Waterway. The City also anticipates potentially constructing a new approximately 700 space parking garage (to open in 2024) to replace the existing 279 surface lot spaces located at 109 N. Ocean Boulevard, as well as to provide for additional spaces for area amenities. Proposers are required to provide a separate budget to manage this facility, beginning in 2024.

The City will receive sealed proposals until **2:00 P.M. (local), DECEMBER 14, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City’s eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of bidders will be read aloud in a virtual public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the link.

Introduction

On October 1, 2013, the City created a separate Parking Enterprise Fund (the Parking Fund) for the purpose of managing and operating the City’s parking assets in a prudent and economically viable manner and to provide transparency of its operations. The City’s core goal is to provide a seamless, efficient, customer-friendly, progressive and cost-effective parking system for its stakeholders. The City has undertaken significant master planning efforts and is now investing in its infrastructure in ways that will result in the need for future construction of numerous parking garages and additional metered parking. Parking operations currently falls under the direction of the Parking Management Department of the City, which is headed by a Parking Manager who reports to an Assistant City Manager. To maximize the City’s return on its investment, the City is hereby soliciting the services of professional parking operations management firms (the “Parking

Operator”) to operate its system, to include the management and oversight for all on-street, surface parking lot and parking garage parking spaces, as well as parking citation management for the Parking system. The City’s Parking Office is located at 3460 NE 3rd Street, which is where the Parking Management firm would house their operations in a shared office space with the City’s Parking Manager. The City currently utilizes the services of Denison Parking, Inc. for this purpose and that Agreement is nearing expiration.

The City currently has a total of 1,355 metered parking spaces (including Harbor Village lot & N.E. 1st Street spaces) dispersed in three (3) municipal parking lots (Hillsboro Inlet, Oceanside & Alsdorf) and two (2) leased lots located between A1A (Ocean Blvd.) and Pompano Beach Blvd., with the remainder of spaces encompassing on-street parking. The City also operates a five-level garage that contains 640 metered parking spaces (the “Pier Garage”).

The City has a total of 20 multi-space pay meters and 17 individual (lollipop) meters. The multi-space pay meters, which are supplied by Digital Payment Technologies, currently accept credit cards, cash and coins.

The multi-space pay meters (Digital Luke II) are remotely managed by (IRIS) software, which allows both pay station configuration and the collection of transaction data to create financial management reports. IRIS is a real time web-based service utilized by Digital Payment Technologies (current multi-space pay meter vendor) to provide information on the status of parking spaces and to provide information for auditing and revenue reporting. Additionally, the pay stations are managed offline and online with Back Office Support System Software (BOSS) to configure all operating aspects for the meters (e.g. adding meters to the network, language settings for interface menus, establishing/adjusting parking fees, and credit card processing).

During fiscal year 2019, the City generated approximately \$420,000 in parking citations (10,652 citations) revenue and approximately \$2M in parking revenues.

Attached to this document is **Attachment A**, which provides a map indicating geographic location parking areas in the City. Proposers are welcome to independently verify this inventory as part of their due diligence. The City makes no representations as to the accuracy of this inventory.

In June of 2016 the City opened a 640-space parking garage (Pier Parking Garage-located at 275 Seabreeze Way) in close proximity to the City’s Fishing Pier. This garage will service the Hilton hotel guests (just to the south) as well as current retail services in the area. The Parking Access and Revenue Control (PARCS) used at this garage is Amano McGann OPUS system. The ground level of the garage is designed and used to service the valet of three existing beachside restaurants (Beach House, Oceanic and Lucky Fish). The selected Parking Operations Manager will be expected to manage the garage as well as the valet services utilizing the ground level of the garage.

The City is currently exploring the construction of a new approximately 700 space parking garage to replace the 279 surface parking spaces on the Oceanside lot, located at 109 N. Ocean Blvd. The City is currently negotiating a development agreement with a Master Developer to not only construct the new parking garage, but the project would also potentially include a hotel, event center, beach club deck and small grocer retail. The new parking garage would provide parking for all of these uses. The City does not anticipate this new parking garage, if it moves forward, to

open until spring 2024. The selected Parking Operations Manager for this RFP may be considered to operate this garage as well and is encourage to submit an option to manage this potential new parking garage in 2024, keeping in mind that if constructed it would result in the removal of 279 current surface parking spaces (currently included in the City's surface lot inventory to be managed) with the 700 space parking garage.

General Requirements

- 1) Proposer (all parties to this agreement) must be licensed to do business in the state of Florida and must obtain a business tax receipt for the City and Broward county, prior to the commencement of services.
- 2) Proposer must staff an office within the limits of Pompano Beach. Currently the Parking Management Office is located within the Pier Garage located at 3460 NE 3rd Street Pompano Beach, Florida 33062.
- 3) Proposer must handle all customer service associated with the parking program.
- 4) Proposer must provide weekly, monthly and annual reports as may be required by the City.
- 5) Proposer may propose the purchase of equipment, data software and information systems relating to and associated with the day to day operations of the parking management program to enhance operational efficiency with prior approval of the City. All purchases must be in accordance with City policies and procedures. All program specific products purchased by Proposer on behalf of the City shall upon termination of the contract remain the property of the City.
- 6) Proposer to assist in coordinating the implementation of any changes in the City's parking rates or policies.
- 7) Proposer to coordinate providing for an annual review of the design and operation effectiveness of the Proposer's system of internal controls performed annually by a certified independent accountant and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 18 as issued by the American Institute of Certified Public Accountants.
- 8) Proposer must assist the Parking Department with updating the parking rates in the City's Parking Ordinance from time to time, usually every two to four years depending upon parking demand.

A. Scope of Services

Proposers or its employees must have at least five (5) years of experience managing municipal parking operations and must be able to service an office within the City of Pompano Beach. Proposers must have on its staff at least one (1) senior level manager that

possesses on-street, parking lots and parking garage management experience, inclusive of parking enforcement and valet experience.

The successful Proposer will be responsible for providing, at a minimum, the following services:

- 1) Management of the City's Pier Parking Garage, on-street parking and surface parking lot spaces.
- 2) Provision of staff to provide for all scope of services herein (i.e. enforcement, parking space and garage management, customer service, cash management, bookkeeping, garage porter services (to keep garages clean and properly maintained). At least one senior level manager must be provided to manage all other staff.
- 3) Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations throughout the City, in accordance with City Ordinance. Proposer would be responsible for providing sufficient personnel to issue parking violation citations at a level of enforcement specified by the City. Proposer must submit separate pricing for this enforcement activity in its proposals. Proposer must be capable of providing this service seven days a week, 7am-11pm. City reserves the right to modify hours as needed.
- 4) Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Currently Parking Enforcement is accomplished by one vehicle and Proposers must assess if they feel that this is adequate to service parking enforcement operations for the area. Proposers are responsible for any Internet service connections fees, as a result of any remote access to the City's network. Proposers, as part of their response, must include an itemization of anticipated support vehicles needed per the scope of services being solicited and if open to the City providing needed vehicles from its own fleet. Regardless, Proposers must provide for amortized cost for needed vehicles in their line item budget proposal for enforcement services. Proposers would be responsible for all associated maintenance costs.
- 5) Coordination of the installation and maintenance of parking meters, pay stations and change machines. The Proposer shall provide price quotes for both purchase and lease options as needed throughout the term of the contract, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City. Requests for the repair of all parking equipment and appurtenances shall be requested, within twenty-four (24) hours of Proposer becoming aware of defects, from the City's provider and must be repaired or replace within forty-eight (48) hours or in accordance with provider contractual terms. All purchases must conform to the City's purchasing policies and procedures.
- 6) Currently, the City's citation issuance process utilizes License Plate Recognition Technology (LPR) through Nupark via cameras mounted to a vehicle which uploads citations into the City's citations database in real time. The City can also utilize hand held ticket issuance devices ("TIDs") to assist in this process or as a backup should the

LPR system be down. The City currently has 1 TID. As part of response to proposal (in the Resources and Methodology section), Proposer must provide recommendations for retaining this system or considering another system, (inclusive of prices) for hand held ticket issuance devices (“TID”), which allows enforcement personnel to conduct enforcement on tablets or similar devices. **Proposer must not include cost information in their budget proposal.** The TID should be user-friendly and include software that allows enforcement personnel to take pictures to support issuance of parking violations and allow for attachable print devices. It is expected that TID should be compatible with the City’s current software application provider, SunGard HTE, to allow for the download of citation information from SunGard’s citation database system to the TIDs and upload from the TIDs to SunGard. This will allow for automation of citation input and tracking identifying violators with multiple violations outstanding. Proposer’s bid price should be reflected of this planned automation of the process.

- 7) Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink and printer paper). Proposers will be responsible for accounting for these types of items in their line item budgets for this Proposal.
- 8) Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.
- 9) Manage and oversee the use of any third-party programs (i.e. Passport Parking-pay-by-phone) by the City to support its parking activities.
- 10) Provide immobilization for habitual parking enforcement violations. Note: the City has not enacted this policy as of yet, but may contemplate in the near term. Proposer should provide a narrative as to their experience with the use of such devices and at what point other clients have placed immobilization devices on vehicles. The City is currently exploring the use of Barnacle Immobilization Services.
- 11) Provide for towing, as applicable. The cost for this component of the contract should be separately identifiable.
- 12) Coordinating the repair or needed maintenance of any field parking software systems with the City’s designated vendor(s).
- 13) Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles must also have appropriate identifiable marks to indicate Proposer's affiliation with the City of Pompano Beach Parking Services, subject to City approval. As part of proposal, Proposers must provide color pictures of what possible uniforms and vehicle decals might look like with the City’s logo (Florida’s Warmest Welcome).
- 14) Enforcement personnel assigned to the contract should be appropriately trained and possess all required certifications and/or licenses for issuing non-moving violations. It is further Proposer’s responsibility (at own expense) to provide for pre-screening background checks for all personnel to be assigned to the City.
- 15) Fielding customer inquiries and complaints related to the parking program.

- 16) Safeguarding the Parking Garage and all system parking equipment during times of harsh weather conditions (tropical storm, hurricanes etc.) and for complying with the City's emergency operating procedures.
- 17) Provide annual reporting (within 90 days of fiscal year end) to the City describing the current state of parking enforcement activity. The report should, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), no. of enforcement personnel writing citations, no. of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. As part of proposal, proposer must provide any recommended benchmark or national standard for expected no. of citations to be written monthly or annually per citation personnel etc., based on the size/structure of the City's parking space program. Proposer must also describe any internal mechanism utilized by their management staff to monitor the performance of enforcement personnel, in this regard. A copy of citation database generated report must be provided as part of the package, which should reconcile to no. of citations indicated as issued in the annual report.
- 18) Provide, as part of the required annual reporting, an annual survey to City of neighboring cities parking rates, at Proposer's own expense.
- 19) Provide assistance to City's Treasury Division, as needed for reporting and auditing.
- 20) Assistance and consultation with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- 21) Assistance in implementing parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.
- 22) Must have at least 5 years' experience managing multiple parking garages with capacities of over 750 parking stalls and show proficiency in all aspects of various PARCS including Amano McGann OPUS system as well any all other related PARCS and Wayfinding technology.
- 23) Must have at least 5 years' experience managing high end valet services. Currently the management company contracts directly with the local restaurants for valet services and utilizes the CVPS system for valet management. However, City reserves the right to contract directly with the Proposer for this service and as such a separate price proposal must be provided for the management of 100 valet spaces in the Pier Parking Garage
- 24) Must show proficiency in managing high volume fast paced event services.

For each item listed under scope of services, proposers are required to provide a narrative discussing each respective area, to include, but not be limited to:

- Discussion of experience and ability to manage a 700-space parking garage, to include any experience in operating a valet service. Discussion should include proposed contract structure in terms of Proposer compensation and any general revenue split arrangements

generally contemplated. May also include discussion of how the garage might be manned or not, based on entry and exit points, pay meters etc. Should also include Proposer's experience with other client references.

- Discussion of number of personnel anticipated to be assigned to the contract, to include title and duties, at a minimum.
- Discussion of vehicles to be assigned to the contract, type, description etc.
- Discussion of benchmarks and/or national standards against which performance of parking operations may be measured, to include parking enforcement activity.
- Discussion of any proposed general improvements already observed per Proposer's own due diligence in preparing proposal.
- Discussion of experience with placing boots or other immobilization devices on parking violators vehicles.
- Discussion of hand-held ticket devices and recommendations of specific TIDs.
- Discussion of any parking program analysis reports prepared for previous clients. Proposer must include an example (s) in proposal submittal.
- Discussion of proposed monitoring mechanisms for monitoring the performance of personnel, as it relates to administration of the parking enforcement function.
- Discussion of cash receipts processing and recording capacity and internal controls in place to ensure accurate and complete collection, recording and reconciliation of transactions. In addition, discuss planned segregation of duties for collection, recording, cashier drawer balancing procedures (to include reconciliation of opening cash drawer amount, daily receipts and cash receipts system report reconciliation) a, deposit and reconciliation of all parking related revenues.
- Discussion of the City's current parking rate structure of \$1.50 per hour (adjusted for peak season/days/hours/locations) and any recommendations based on prior clients or general industry practice. City also currently has a boat launch and charges \$10 for a 24-hour period to park a boat trailer.
- Discussion of planned collection efforts to maximize collections on outstanding parking citations. Proposers should incorporate specific experience/success in this area with other client references to include client name, contact name, title, phone, email, etc. and approximate value or receivables managed, annual collections and annual collection rate for client's most recent fiscal year.
- Discussion on any proposed efforts to enhance collections on parking citations written for out of state violators.
- Discussion of transition plan, inclusive of detailed tasks to be completed, and planned coordination effort with the City's current parking management partner should a change occur.
- Discussion of anticipated timeframe from contract award to being fully operational.

B. Tasks/Deliverables

Citation Management:

- 1) Proposer will be responsible for processing and maintaining a database of parking tickets issued.

- 2) Inputting citations issued within 48 hours of issuance, including those written by BSO personnel (the City's provider of police services).
- 3) Generate letters to violators within fourteen (14) calendar days of violation being issued, to include assessment of late fees and including any language relative to collection agencies, as may be applicable.
- 4) Fielding customer inquiries and complaints related to citations. Proposer must provide a phone, fax and email address to which violators may direct inquiries. Such must be indicated on the parking citation issued. Proposer must also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Also, attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.
- 5) City will provide for a local office within the boundaries of the City whereby customers may visit to make inquiries about or appeal parking citations issues or for general parking inquiries.
- 6) Quarterly, coordinate with the City's Information Technology Department, to generate a report of outstanding parking citations older than ninety (90) days. Export information to excel and email to the City's Finance Department for referral to the City's outside collection agency. Note: The City's system automatically adds a collection fee (i.e. 17%) to each citation amount due once this process has been activated. If Proposer would be utilizing its own accounting systems for input of citations and processing cash receipts, Proposer would be responsible for generating a query of parking citations outstanding for ninety (90) days or greater, exporting detailed information for each citation to excel and submitting such report to the City's Finance Department for referral to the outside collection agency. Once Finance Department forwards accounts to collections, Proposer would be notified and must add collection fee to outstanding balance for each violator's account to reflect new amount due. As an example, if violator owes \$47 initially, a 17% collection fee would require amount owed to be adjusted to \$54.99. Proposer's systems must be able to separately identify initial violation and penalties collected from any collection fee amounts collected.
- 7) Proposer must have ability to enter into a Memorandum of Understanding (MOU) with the State of Florida for the transfer of information regarding Scofflaw, hold on registration renewal for three (3) or more unpaid citations or (1) ADA violation.

Garage Management:

- 1) Provide audited daily cash count and ticket reconciliation reports along with verification of deposit.
- 2) Provide a complete profit and loss report package with detailed general ledger clearly accounting for each income and expense line item on a monthly basis. Any ticket shortfall greater than 1% of monthly missing, lost or unaccounted tickets will be deemed unacceptable by the city. The City may demand of the operator payment of these tickets equal to the amount currently charged for lost tickets.

- 3) Provide on a monthly basis an accounting of unpaid monthly parkers along with evidence of collection efforts. Along with this evidence must be provided that parking privileges for unpaid monthly parkers have been suspended.

C. Term of Contract

The city anticipates awarding a Service Provider Agreement for a term of five (5) years with an option for one (1) additional five (5) year term, for a possible total of ten (10) years. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including the optional renewal term, unless mutually agreed upon by both parties. Additional services and responsibilities may be added to this agreement as agreed upon by both parties.

D. Local Business Program

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

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

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must

actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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

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

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

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

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

E. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Experience and Expertise

Proposer must provide a narrative explaining their experience and expertise in providing similar services as outlined in the scope of services discussed herein (enforcement, garage management, surface lot/on street parking space management, valet services, customer service, receivable collections) for similar entities as the City and why they believe they are most qualified to provide the scope of services to the City.

Resources and Methodology

Proposer must provide a narrative discussion of their approach to the provision of the scope of services requested herein, as well as their access to resources to be able to service the City over the course of the contract period. Proposers may also discuss any recommendations to enhance the City's parking operations, to include, but not be limited to consideration of any new technology.

Fees & Costs:

Proposer must provide a line item budget for fees for all contract years and indicate if the amounts shown are for all contract years (i.e. initial 5-year term and 5-year optional renewal period), including any optional renewal periods, or if an annual escalator is applied for future years etc.). Separate budgets (show a separate line for management fee) for each contract year must be provided for each of the following operations separately:

- Street and lot metered parking management (approximately 1,355 spaces)
- Parking Enforcement (approximately 1,355 street and lot metered spaces)
- Pier Garage Management (640 spaces)
- Valet Services (100 spaces – ground level of Pier Garage)
- New Oceanside Parking Garage Management (estimated 700 spaces with an anticipated 2024 completion date) – Proposer must show total budget per parking space as a note at the bottom of the budget, in case the size of the new garage is greater than or less than 700 spaces.

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Proposer shall **itemize all costs** to complete all and necessary tasks as described under Scope of Services. Proposer must be clear as what is included in

price proposal, what is excluded and what might be optional. Any costs associated with travel as well as miscellaneous expenses should be adequately described. Miscellaneous expenses should be adequately described.

Include a description of the role of each staff to be assigned and whether they would be full time or part time and the estimated number of expected work hours for each qualified staff.

Schedule:

Proposer shall provide a timeline from contract award that highlights proposed tasks necessary to become operational.

References:

Submit a client reference list (at least 3 references), including name of contact, firm and/or governmental entity, address, telephone number and type of service, and years (and dates provided) of service provided for each reference.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm’s performance for similar services.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City’s eBid System. The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer’s ability to perform the resulting contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

Must be marked “CONFIDENTIAL” and uploaded separately from proposal.

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

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and

submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

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

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

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

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

Covid-19: Proposers must provide a discussion of the impact that Covid-19 has had on their operations and their capacity to recover and carry out the services within this RFP successfully in 2021 and beyond.

F. Insurance

PARKING MANAGER 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.

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

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not

the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

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

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

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

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims occurrence basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	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 PARKING MANAGERS	personal injury
XX	personal injury	
XX	garagekeepers	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

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

XX	comprehensive form
XX	owned, hired, non-owned
XX	physical damage (included)
XX	non-owned

EMPLOYEE DISHONESTY / REAL & PERSONAL PROPERTY

XX	discovery form	Must show proof of this coverage. Employee Dishonesty coverage must include third party crime endorsement.
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EXCESS LIABILITY/UMBRELLA		Per Occurrence	Aggregate
XX	other than umbrella	bodily injury and property damage combined	\$2,000,000 \$2,000,000

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

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

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

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the PARKING MANAGER, the PARKING MANAGER shall promptly provide the following:
 - (a) Certificates of Insurance evidencing the required coverage;
 - (b) Names and addresses of companies providing coverage;
 - (c) Effective and expiration dates of policies; and
 - (d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

6. Waiver of Subrogation. PARKING MANAGER 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 PARKING MANAGER 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 PARKING MANAGER enter into such an agreement on a pre-loss basis.

G. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1 Experience and Expertise	0-25
<input type="checkbox"/> Previous related work experience and qualifications in the subject area of personnel assigned.	
<input type="checkbox"/> Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	

2 References	0-20
---------------------	------

<input type="checkbox"/>	History and performance of firm/project team on similar projects.	
<input type="checkbox"/>	References and recommendations from previous clients.	
3	Resources and Methodology	0-25
<input type="checkbox"/>	Adequacy of amount of quality resources assigned to the project.	
<input type="checkbox"/>	Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.	
<input type="checkbox"/>	Financial resources.	
4	Cost	0-30
<input type="checkbox"/>	Including the overall project-task budget and itemized cost breakdowns.	
	Total	0-100

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

NOTE:

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

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

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

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

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms

deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

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

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

H. Hold Harmless and Indemnification

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

I. Right to Audit

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

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

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

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

J. 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:

- 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- 4) 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
- 5) 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.

K. Communications

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

L. No Discrimination

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

M. Independent Contractor

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

N. Staff Assignment

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

O. Contract Terms

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

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

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

P. Waiver

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the

right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

Q. Survivorship Rights

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

R. Termination

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

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

S. Manner of Performance

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

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

T. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred twenty (120) days from the closing date of this solicitation.

U. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions,

requirements and instructions of this solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

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

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

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

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

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

V. **Standard Provisions**

1. Governing Law

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

2. Licenses

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

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

3. Conflict of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
6. Patent Fees, Royalties, And Licenses
If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.
7. Permits
The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.
8. Familiarity With Laws
It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.
9. Withdrawal Of Proposals
A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.
10. Composition Of Project Team
Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and

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

11. Invoicing/Payment

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

12. Public Records

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

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

b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

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

W. Questions and Communication

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

X. Addenda

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

Y. Contractor Performance Report

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

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

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

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 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



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.

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

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

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

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

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
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Local Business Subcontractor Utilization Report Instructions

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

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

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

RFP # _____

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

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

3. Did you send written notices to Local Businesses?

Yes No

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

4. Did you advertise in local publications?

Yes No

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

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

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

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

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"