



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-40-16**

**11 ACRE PARKS AND RECREATION SITE
DEVELOPMENT**

**PRE-PROPOSAL CONFERENCE: MAY 17, 2016,
10:00 a.m. (local)**

**CITY HALL 3RD FLOOR CONFERENCE ROOM
100 W. ATLANTIC BOULEVARD
POMPANO BEACH, FL 33061**

**RFP OPENING: JUNE 14, 2016 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

May 10, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
L-40-16

11 ACRE PARKS AND RECREATION SITE DEVELOPMENT

The City of Pompano Beach is seeking proposals from qualified firms to finance, design, construct, operate and maintain the undeveloped parcel which is approximately 11.756 acres under a long-term contract with the City.

The City will receive sealed proposals until **2:00 p.m. (local), June 14, 2016**. 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.

An Optional Pre-Proposal Conference will be held on Tuesday May 17, 2016 at 10:00 a.m. (local) at City Hall 3rd Floor Conference Room, 100 W. Atlantic Boulevard, Pompano Beach, Florida 33061.

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

Introduction

The City of Pompano Beach is seeking to contract with a private sector entity (entities), to finance, design, construct, operate and maintain the undeveloped Palm Aire Parcel C, which is approximately 11.756 acres in size, under a long-term contract with the City. It is the intention of the City to award a single contract to the highest ranked Proposer responding to this Request for Proposals (RFP).

The City is looking for the parcel to be used as a recreational site that is in accordance with the operations found in Parks and Recreation. The use must also be compatible with the other facilities in the City of Pompano Beach. The parcel is located off NW 31st Ave just north of Atlantic Boulevard. Please see Exhibit A, which is an aerial map of the property.

This parcel contains three (3) wells that are part of the City's water supply. The Well Field Zone is the areas surrounding a permitted well where 100,000 gallons or more of potable water is pumped out of the ground per day. Restrictions that apply to development per applicable Broward County Chapter 27 and State Wellfield Protection Regulations must be followed. All wellfield electrical and control wiring systems must be encased prior to development. Areas around the well must be maintained for maintenance activities that include cranes, large volumes of water and large trucks. Please see Exhibit B, which is an aerial map of the wellfield protection zones and Exhibit B.3, which shows the applicable easement areas. A survey of the parcel is included

as shown in Exhibit C. A map showing current water and sewer utilities in the area of the parcel has been included as Exhibit F.

The Proposer is responsible for reviewing all Title Exceptions listed in Exhibit E of the Special Warranty Deed. The Proposer must ensure all uses, use areas and all activities are consistent with those Title Exceptions and any other limitations on the property.

1. **Scope Of Services**

FACILITIES AND SERVICES PROPOSED

The intent of this RFP is to receive proposals that must clearly describe in detail the facilities, and the scope of services proposed. Include details of your approach and work plans. A statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Pompano Beach. Lastly, the proposal must include the total and comprehensive revenue benefits to the City based upon the proposed rent or percentage payments pursuant to the gross revenue, whichever is greater.

The following areas must address in detail each of the items listed below:

Qualifications: Proposers must provide evidence that they are fully competent and have the necessary staff, facilities and financial resources to develop and operate the Property. Staff members with appropriate expertise must be noted. The City will consider the Respondent's financial capacity and strength. The submittal shall include documentation indicating the ability to secure financing for the project. Indicate the financing structure contemplated for this project and developer(s) equity position. Alternatively, provide adequate information for the City to determine the credit worthiness of the Respondent. Respondent shall submit three (3) years of externally reviewed financial statements. If the statements are compiled and not reviewed or audited they must be accompanied by a letter of commitment from a bank or lender indicating interest to support the financing of the project. The City reserves the right to require additional information regarding the Respondent's ability to secure financing as it deems necessary.

Development Approvals Plan: Proposers must provide a plan for obtaining necessary development approvals, which depending on the proposed site utilization program may include Re-Plat or Plat Note Amendment, Rezoning, Site Plan, Building Design, and any other required approvals. Please note those areas that will be completed by the City. Preliminary information for Proposer to consider is as follows:

- Plat Note restricts property use to Open Space. The restriction to Open Space does not allow for a Park.
 - The Plat Note would therefore need to be amended to allow for use as Park.
 - A Plat Note Amendment is referred to as a Delegation Request. The application must be approved by both Broward County and the City.
 - The County has previously advised that the Plat Note cannot be modified until such time that the environmental Remedial Action Plan for the property is approved by Broward County.

- The City will complete the Remedial Action Plan and Plat Note Amendment on behalf of the Proposer. If Re-Platting is required to accommodate the proposal, the Proposer will be responsible for completing this process. All relevant information regarding proposed uses must be provided by the Proposer to the City.
- Current Land Use is Residential. The City's Land Use Plan permits the following uses on Residential Land Use and therefore a Land Use Plan Amendment should not be necessary:
 - Parks, golf courses and other outdoor recreational facilities and recreational, civic or cultural buildings ancillary to the primary outdoor recreational use of the site.
 - Community facilities designed to serve the residential area, such as libraries and civic centers.
 - If the Proposal includes a use that would necessitate a Land Use Plan Amendment, the Proposer is responsible for completing the Land Use Plan Application and paying all applicable County fees.
- Current Zoning is approximately 1.4 acre of General Business (B-3) and the remainder of the site is Parks and Recreation (PR). The following should be considered:
 - It is recommended that the property be rezoned to one Zoning District. The following Zoning Districts are compatible with the Land Use: Multifamily (RM) District, Community Facilities (CF), Commercial Recreation (CR), or Parks and Recreation (PR).
 - The proposer should select the Zoning District that permits the proposed use (refer to Zoning Code, Article 4) and has the suitable Development Regulations for the proposed development (refer to Zoning Code, Article 3).
 - The City will complete the Rezoning Application on behalf of the Proposer. All relevant information regarding proposed uses must be provided by the Proposer to the City.
- Major Site Plan is required for any project on property owned by the city, which includes a new freestanding building. Therefore, it is likely Major Site Plan approval will be required (please refer to Zoning Code §155.2407). The Proposer is responsible for completing this application and obtaining this approval.
- Major Building Design is required for any project on property owned by the city, which includes a new freestanding building. Therefore, it is likely Major Building Design approval will be required (please refer to Zoning Code §155.2408). The Proposer is responsible for completing this application and obtaining this approval.
- The City is pursuing to designate the subject site as a Brownfield (a site where future use may be affected by real or perceived environmental contamination). The City intends to complete the site designation process on/or about mid-October 2016.
- Past practices may indicate the presence of volatile organic compounds (VOCs), inorganic compounds such as arsenic, petroleum/hydrocarbon compounds, etc. The

site may have Recognized Environmental Concerns (RECs) to be addressed prior to or concurrently with site design and construction efforts.

- The City has retained a private environmental engineering firm to conduct a Phase I/Phase II environmental analysis. A copy of the final report will be made available to Applicants upon completion. The City expects to receive the report on/or about late summer 2016. If the site is found to contain RECs in need for remedial action, then the City will undertake the responsibility to carry out such efforts. The City's consultant will be asked to prepare a Remedial Action Plan (RAP), which must be completed and/or certified through the proper authorities having jurisdiction (i.e., Florida Department of Environmental Protection, Broward County Environmental Protection and Growth Management Department POLLUTION PREVENTION DIVISION, etc.). Upon the City receiving a "No Further Action" notice from the aforementioned agency(ies), the City may wish to modify the current plat (see Exhibit D Palm Aire Plat) to convert the site from "Open Space Recreation" to "Parks and Recreation." The City cannot be held responsible for any delays and or damages caused to the Applicants as a result of the environmental analysis, results, etc.
- The Applicants are encouraged to conduct testing and evaluations of their own, if desirable. Please Exhibit "F" Data Summary report from 2013 of a previous study.

Site Utilization Plan: Preliminary schematics of any site improvements offered by each Proposer with proposed preliminary improvement costs must be provided. Proposer should include the estimate for the capital investment to be made in the development of the site. Pictures, renderings, and illustrations of Proposer's planned facilities interior and exterior should be included. If the plans are not readily bindable, then they may be submitted separately in an appropriately marked and attached package. Reductions may be included with the proposals.

Staffing and Items for Sale; Activities Hours: Proposers must provide an outline of intended staffing, expected hours of all operations in addition to expected activities, programs, and special events, a sample menu, a sample beverage list, and a schedule of any merchandise to be sold, including all proposed prices.

The proposal must detail a combination of a fixed amount to be paid to the City on a monthly basis in addition to any specific percentage of monthly gross revenues from the venture. Percentages may differ by sources and/or by volume.

Pro Forma Statements: Pro Forma Statements and assumptions at expected sales volume levels for a minimum of five (5) years (year-by-year and total) of operation with expected price ranges must be submitted. Anticipated first year charges for each item to be provided must be listed and payments to the City must be shown. Useful life of all contemplated improvements, replacement and upkeep must be reflected in the pro forma.

Financial Information:

The City will consider the Respondent's financial capacity and strength. The submittal shall include documentation indicating the ability to secure financing for the project. Indicate the financing structure contemplated for this project and developer(s) equity position. Alternatively, provide adequate information for the City to determine the credit worthiness of the Respondent. Respondent shall submit three (3) years of externally reviewed financial statements. If the statements are compiled and not reviewed or audited

they must be accompanied by a letter of commitment from a bank or lender indicating interest to support the financing of the project. The City reserves the right to require additional information regarding the Respondent's ability to secure financing as it deems necessary. The financial statements should be uploaded as a separate file from the proposal to the Attachments tab in the eBid System.

Schedule:

Proposer shall provide a timeline for development of the property and completion of proposed facility.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Proposed Land Lease Terms:

Provide a general description of the proposed terms of the land lease. Indicate the term of the lease, (a maximum of 50 years is allowed per the City Charter).

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

Other Information: Any additional information to assist the City in its evaluation of each proposal and optional additions to the Proposer's base proposal, if any, must also be presented.

2. Tasks/Deliverables

- A. On a monthly basis contractor must turn in the nature and extent of the contemplated recreational activities and amenities to be offered to the public.
- B. Report of any proposed advertising, marketing and promotional plan associated with the Park/Site.
- C. Provide the City on a monthly basis a report of all periodic and on-going maintenance associated with the Park/Site. The contractor will be responsible for providing the periodic and on-going maintenance.
- D. A report of fertilizers, petroleum, pesticides and other products listed in Chapter 27 of the Broward County Code must be submitted to the City of Pompano Beach Utilities Department annually, in addition to meeting all Broward County Wellfield protection license requirements.
- E. Provide the City with an up to date list of all staff and positions.
- F. Optional additions to the Proposer's basic proposal, if any.

3. Term of Contract

Each proposer must indicate the desired number of years and renewals each Proposer will offer the City (the "Contract Period"). The initial term could approximate twenty five (25) years. Additional terms in ten (10) year increments or a twenty five (25) year increment may be considered thereafter. The total period of time must not exceed fifty

(50) years, including any renewal options contained therein. The preferred contracting method is an agreement. The additional terms must commence upon the expiration of the initial term and are subject to such terms and conditions as may be mutually agreeable to the City and the successful Proposer herein. Provide a general description of the proposed terms of the land lease. Indicate the term of the lease, (a maximum of 50 years is allowed per the City Charter). Note that once a selection has been made, the Respondent will enter into negotiations with the City to further define the Lease Terms and Conditions of the business transaction through the Development Agreement.

4. Monthly Payments

Proposer is to state the amount in their proposal they will pay to the City as rent for the lease of the land and the proposed percentage of gross revenue. The selected proposer will pay to the City of Pompano Beach, monthly payments (based on fiscal year) in advance of each month, as indicated in their proposal, in full accordance with all terms and conditions as set forth in this proposal, which will become part of said Agreement.

The minimum monthly payment payable to the City for the first Agreement term, shall be the minimum annual guarantee divided by twelve (12), as proposed herein, or a percentage of annual gross revenue, whichever is the greater of the two. If the percentage of annual gross revenue exceeds the proposed minimum annual guarantee the proposer will remit the additional amount to the City in one payment within ninety (90) calendar days of the end of that calendar year. The minimum monthly payment payable to the City for any renewal period shall be subject to negotiation. Beginning upon commencement of the Agreement, and then fifteen (15) calendar days prior to the beginning of each month thereafter, the successful proposer shall pay the monthly payment. Monthly lease payment is to include applicable sales tax.

In the event the successful proposer fails to make any payments to the City more than seven (7) days after the same is due, the successful proposer shall pay to the City for such privilege an additional charge of One Hundred Dollars (\$100.00) per day for each day's delay in payment retroactive to the first day each payment was due. In the event that a delinquent payment and resulting penalties are due, any payments received will first be applied to the penalty amount, prior to being applied to the payment due. In this respect the \$100 penalty fee shall occur until the monthly payment and all applicable penalties are paid in full.

5. Letter of Credit

The successful proposer shall provide a continuous security in the form of an Irrevocable Letter of Credit in a form acceptable to the City. This letter of credit will provide a source of funds to help cover any damages to the City upon failure of the successful proposer to perform any or all of its obligations under the terms of this RFP and ensuing Agreement. The successful proposer shall provide the initial Irrevocable Letter of Credit to the City fifteen (15) days in advance of the effective date of this Agreement and a new Irrevocable Letter of Credit shall be provided thirty (30) days prior to the expiration of the current period to provide security for the succeeding period. Each Irrevocable Letter of Credit shall be in an amount equal to the guaranteed rent for that period.

The failure to provide a new Irrevocable Letter of Credit in a form acceptable to the City, in the times indicated above, shall be a breach of this contract and entitle the City to

demand payment under the outstanding document. Demand by the City under the Letter of Credit does not act as a waiver of any other rights or remedies that the City may have.

6. Local Business Program

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/departments_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 10% voluntary Local Business participation Goal for this project. Local Business Program Forms are located in this solicitation document, and all proposers must return the Local Business forms in order to be considered for evaluation purposes.

7. Small Business Enterprise Program

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

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

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

The City has set a 10% voluntary Small Business Enterprise Goal for this project. SBE Forms are located in this solicitation document, and all proposers must return the SBE forms in order to be considered for evaluation purposes.

8. **Required Proposal Submittal**

Submission/Format Requirements

Sealed proposals must 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 financial statements should be uploaded as a separate file from the proposal to the Attachments tab in the eBid System.

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.

The Proposer's anticipated capital investment must be listed, identified and located on a site plan for each design/construction portion of the Site. These improvements are to be of a permanent nature, such as land improvements, structures, landscaping and utilities throughout the Contract Period. (Construction summary should be completed). The Proposer must state with reasonable particularity any expectations/projections as to staging/expansion of capital improvements at the Site.

Leases requiring lessees to construct building(s) and/or other capital improvements must specify the dollar amount to be expended by the lessee for such building(s) and/or capital improvements and must require that at least fifty (50) percent of such dollar amount must be expended during the first two (2) years of the lease and that the remainder of such amount, if any, must be expended the second two (2) years of the lease.

The Proposer should specify a minimum annual amount which will be spent on the promotion, advertising and marketing of the proposed facility. The proposal must set forth a timetable for the completion of the services and improvements proposed within the contract period.

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.

Qualifications: Proposers must present evidence that they are fully competent and have the necessary staff, facilities and financial resources to develop and operate the Property. Staff members with appropriate expertise must be noted, particularly in presentations.

Site Utilization Plan: Preliminary schematics of any site improvements offered by each Proposer with proposed preliminary improvement costs must be presented. Proposer should include the estimate for the capital investment to be made in the development of

the site. Pictures, renderings, and illustrations of Proposer's planned facilities interior and exterior should be included. If the plans are not readily bindable, then they may be submitted separately in an appropriately marked and attached package. Reductions may be included with the proposals.

Staffing and Items for Sale; Activities Hours: Proposers must provide an outline of intended staffing, expected hours of all operations in addition to expected activities, programs, and special events, a sample menu, a sample beverage list, and a schedule of any merchandise to be sold, including all proposed prices.

The proposal must detail a combination of a fixed amount to be paid to the City on a monthly basis in addition to any specific percentage of monthly gross revenues from the venture. Percentages may differ by sources and/or by volume.

Pro Forma Statements: Pro Forma Statements and assumptions at expected sales volume levels for a minimum of five (5) years (year-by-year and total) of operation with expected price ranges must be submitted. Anticipated first year charges for each item to be provided must be listed and payments to the City must be shown. Useful life of all contemplated improvements, replacement and upkeep must be reflected in the pro Forma.

Fee Structure: Proposers should include any and all entry, parking, use and activity fees, etc., that are stated in the pro forma statement.

Financial Information:

The City will consider the Respondent's financial capacity and strength. The submittal shall include documentation indicating the ability to secure financing for the project. Indicate the financing structure contemplated for this project and developer(s) equity position. Alternatively, provide adequate information for the City to determine the credit worthiness of the Respondent. Respondent shall submit three (3) years of externally reviewed financial statements. If the statements are compiled and not reviewed or audited they must be accompanied by a letter of commitment from a bank or lender indicating interest to support the financing of the project. The City reserves the right to require additional information regarding the Respondent's ability to secure financing as it deems necessary. The financial statements should be uploaded as a separate file from the proposal to the Attachments tab in the eBid System.

Schedule:

Proposer shall provide a timeline for development of the property and completion of proposed facility.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Proposed Land Lease Terms:

Provide a general description of the proposed terms of the land lease. Indicate the term of the lease, (a maximum of 50 years is allowed per the City Charter).

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

Other Information: Any additional information to assist the City in its evaluation of each proposal and optional additions to the Proposer's base proposal, if any, must also be presented.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. Proposer must include all RFP forms and pages as part of their electronic proposal, including the completed Local Business program forms Exhibits A.1- D.1, and the completed Small Business Enterprise (SBE) program forms, Exhibits E.1 – H.1.

9. Insurance

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

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

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

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

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

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

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

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged

in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$2,000,000 Per Occurrence and \$5,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	
XX liquor legal liability	

AUTOMOBILE LIABILITY:	Minimum \$2,000,000 Per Occurrence and \$5,000,000 Per Aggregate
XX comprehensive form	
— owned	
— hired	
— non-owned	

REAL & PERSONAL PROPERTY	
XX comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY

		Per Occurrence	Aggregate
XX	other than umbrella		
	bodily injury and property damage combined	\$5,000,000	\$5,000,000

PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis	\$2,000,000	\$5,000,000

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
- (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

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

10. 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 Capacity Current and Previous Experience Experience with Similar Projects in Size and Magnitude Project Team Qualifications Financial Capacity Business References	0-35
2.	Conceptual Development Plan Approach to the Project Overall Design and Conceptual Plan Parking Program in support of the project Creative approach to incorporating public open space and/or accessibility to site for public use Unique Elements Project Implementation Schedule	0-35
3.	Proposed Business Term Revenue Payments to the City Lease Terms Capital Investment (financial commitment, business plan, etc.)	0-30
	Total	0-100

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

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

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

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

11. 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.

12. Retention of Records and Right to Access

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

13. 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.

14. 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.

15. 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.

16. 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.

17. Contract Terms

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

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

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

18. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

19. 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.

20. Termination

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

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

of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

21. 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.

22. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

23. RFP Conditions and Provisions

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

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

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

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

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

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

24. Standard Provisions

a. Governing Law

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

b. Licenses

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

c. Conflict Of Interest

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

d. Drug Free Workplace

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

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device,

trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. Public Records

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., 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; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

25. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. 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.

26. Addenda

The issuance of a written addendum is the only official method 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.

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

PROJECT TEAM

RFP NUMBER _____
Federal I.D.# _____

PRIME

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

SUB-CONSULTANT

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

(use attachments if necessary)

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

PROPOSER INFORMATION PAGE
RFP L-40-16 11 Acre Parks and Recreation Site Development

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

LOCAL BUSINESS EXHIBIT "A.1"
CITY OF POMPAÑO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

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

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

LOCAL BUSINESS EXHIBIT "A.1"

LOCAL BUSINESS EXHIBIT "B.1"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RFP Number _____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "C.1
LOCAL BUSINESS
UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work 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.1"
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: _____

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM SBE EXHIBIT "E.1"

Solicitation Number & Title: _____

Contractor's Name: _____

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

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

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

EXHIBIT "E.1"

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR SBE EXHIBIT "F.1"

RFP Number _____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price: _____

(Date)

(Name of SBE Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

SBE EXHIBIT "F.1"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM SBE EXHIBIT "G.1"

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

items to be performed in the City of Pompano Beach:

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

Said SBE CONTRACTOR(s):

_____ Did not bid in response to the invitation

_____ Submitted a bid which was not the low responsible bid

_____ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "G.1"

GOOD FAITH EFFORT REPORT SBE EXHIBIT "H.1"

RFP # _____

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

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

3. Did you send written notices to SBEs?

☐ Yes ☐ No

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

4. Did you advertise in local publications?

☐ Yes ☐ No

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

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

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

SBE EXHIBIT "H.1" – Page 2

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

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

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "H.1"