



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-17-17**

**INTRACOASTAL WATERWAY
WATER TAXI SERVICES IN POMPANO BEACH
(REBID)**

**OPTIONAL PRE-PROPOSAL CONFERENCE:
JANUARY 25, 2017, 10:00 A.M.
PUBLIC WORKS CONFERENCE ROOM
1201 NE 5TH AVENUE
POMPANO BEACH, FLORIDA 33060**

**RFP OPENING: FEBRUARY 15, 2017 - 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

January 9, 2017

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

L-17-17

Intracoastal Waterway Water Taxi Services in Pompano Beach (Rebid)

The City of Pompano Beach ("CITY") is seeking proposals from qualified firms to provide Cost Proposals along with qualifications and project approach for consideration to provide Water Taxi services within the CITY, and potentially connect said services to neighboring cities to the south (Lauderdale-by-the-Sea) and north (Deerfield Beach and Hillsboro Beach, if applicable).

The City will receive sealed proposals until **2:00 p.m. (local), February 15, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

There will be an optional pre-proposal conference to review the CITY's expectations for the Water Taxi service including backgrounds and scopes, and answer questions from potential proposers on **January 25, 2017 beginning at 10:00 a.m. Public Works Conference Room 1201 N.E. 5th Avenue, Pompano Beach, Florida 33060**. Attendance at the pre-proposal conference is not mandatory but is **highly recommended**. The applicant need not be present at the option pre-proposal conference for a submittal to be considered by the CITY.

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. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The CITY wishes to provide Water Taxi services connecting local restaurants and public facilities located on the Intracoastal Waterway, particularly between the Atlantic Boulevard bridge and the Hillsboro Inlet bridge (see figure 1 for map of proposed water taxi stops). The CITY hereby requests proposals from interested Water Taxi Service providers to provide a turnkey operation. The proposer shall explore and confirm whether existing City facilities (access ramps) are adequate to support a water taxi service, and if necessary recommend necessary improvements to facilitate safe accessibility.

1. Scope Of Services

The CITY of Pompano Beach ("CITY") hereby requests proposals from interested water taxi service providers who shall be required to provide turnkey Water Taxi services along the Intracoastal Waterway within the boundaries of the CITY.

The scope-of-work includes provision of suitable Water Taxi vessels with adequate ridership capacity. The vessels shall be managed and operated by the successful applicant's own personnel. Personnel shall be properly trained to handle vessels in accordance with applicable laws and regulations. Personnel shall operate vessels in a safe manner and shall conduct operations with utmost respect and professionalism, making customer service a priority. It is anticipated the Water Taxi will, at a minimum, operate 7-days per week (hours of operation to be determined by successful applicant and CITY), from 10:00 AM until 9:00 PM, unless other arrangements are made between the successful proposer and the CITY. Hours of operation will be subject to anticipated ridership demands.

Compliance with all state and local codes, laws and ordinances, including but not limited to the U.S. Coast Guard, CITY, OSHA, Federal and State ADA Standards for Accessible Design, and Broward County applicable codes is mandatory.

Use of Vessels

Vessels ("Vessels") shall mean water taxi apparatus. Anyone driving a "Vessel" vehicle must present approved license(s) as issued by the governing authority and have completed an approved safety course, if required by the authority.

When operated as a vessel, the operator shall not exceed posted speed limits. Operator shall observe applicable "No Wake" zones and shall operate the vessel in a safe manner paying close attention to marine life, i.e., manatees and/or other protected species.

All vessels must have signage, on each side with the name of the concession operator and must have the City's logo. The City's logo must be clearly visible by users.

Vessels should be equipped with adequate A/C or proper ventilation.

Operator's Responsibility

Operator shall provide all equipment in good and serviceable condition at the commencement of the Agreement in sufficient quantity to service the public in respect to the best interest and convenience of the patrons, as described herein. The Operator shall maintain the equipment in a good state of repair at all times, and shall repair and replace broken or weather-beaten equipment. City shall have right to inspect such equipment periodically to determine its condition, but shall be under no obligation to do so. Advertising signs shall not be displayed except as approved by the City Manager or designee for size, wording, and number, and in accordance with the applicable City of Pompano Beach Ordinances. The Concessionaire shall insure that the rates for water taxi/land uses are posted.

The Operator must, at the time of an official hurricane warning, arrange to remove all equipment from the area being served.

All operator attendants shall be neatly attired in approved uniforms properly identifying the operator's firm and the attendant. No person convicted of any offense involving moral turpitude or a felony shall be employed by the Operator.

The City of Pompano Beach reserves the right to approve or reject, for any reason, operator's staff assigned to this service at any time. Criminal background checks will be

required and will be paid for by the operator. The operator shall so conduct their business as to render a service to the public in a dignified manner and with no pressure, coercion, persuasion or hawking done by the operator or their attendant(s) in an attempt to influence the public to use this service. The operator shall furnish the necessary janitorial services to maintain all vessel areas in a proper state of cleanliness, i.e.: litter and debris as a result of this operation. Disputes arising between operators concerning their rights under their Agreements shall be reported to the City Manager or designee for review and necessary action.

In the event of complaints made by the public as to the manner of operation of the water taxi service, such matter at the discretion of the City Commission, may be heard by the City Commission after due notice to the operator.

The Parks and Recreation Program Administrator, or such other person properly designated by the City Manager, shall be responsible for the enforcement of this Agreement and in the event any violation is reported to that office or is brought to the attention of that office, the Director or designee shall investigate the same and report the findings to the City Manager. The City Manager shall then take such action and make such recommendations as are necessary. The action of the City Manager pursuant to this paragraph shall be final and binding on Operator. The operator shall adhere to a maintenance schedule set up by the City Manager's designee

The operator is responsible for the acquisition of all City and County business tax receipts, fees and permits as applicable.

The following items are intended to set minimum requirements for this solicitation:

A) Intent

The intent of the CITY is to solicit proposals and to enter into a contract to provide Water Taxi services along the Intracoastal Waterway from Atlantic Boulevard to the Hillsboro Inlet, and potentially connecting the service to neighboring cities south (Lauderdale-by-the-Sea and Fort Lauderdale) and north of Pompano Beach (Hillsboro Beach and Deerfield Beach). The CITY plans to assist the successful proposer with negotiations to connect to neighboring cities. The CITY desires to enter into a 5-year contract with a 5-year renewal option. Other options can be discussed during the contract negotiation process. In addition to providing a service for the CITY.

The CITY wishes for this service to be first class whereas the Water Taxi could become a transportation of choice for locals and visitors alike. The Water Taxi is expected to be an important component of the Pier Redevelopment. Recently, the CITY completed a \$20 million parking garage and over \$50 million will be invested by a private developer to construct restaurants and retail shops. Therefore, the Water Taxi will be a mechanism to bring people to the area and can become an attraction in itself. The proposer shall explore and confirm whether existing City facilities (access ramps) are adequate to support a water taxi service, and if necessary recommend necessary improvements to facilitate safe accessibility. Where necessary, the CITY will address American with Disabilities Act (ADA) accessibility to vessels, ramps, stations, etc. Applicants shall verify ADA access and confirm vessels are adequately structured to board handicapped individuals.

The successful proposer will have to coordinate permitting efforts with various CITY Departments and other government agencies as deemed necessary.

The CITY is seeking proposals that demonstrate the provider's ability to provide uninterrupted first class service compatible with recent redevelopment features and that encourages users to routinely use this means of transportation. Proposers will clearly demonstrate the experience of their team and past participation developing similar services. Proposers will present plans that are financially sound and will provide backup to justify any and all options.

It is not the CITY's desire to subsidize the water taxi service for any extended period of time, but the CITY recognizes operators may need support to establish the service and to help it succeed. To that effect, the CITY will entertain options to subsidize parts of the operation subject to funding availability and support and approval by the City Commission. Proposers shall submit a proposal and identify immediate needs for a successful operation, what the CITY can do to facilitate his/her success, duration of subsidy, amount of subsidy, etc. The proposal must explain the need, terms, break-even points, etc. The CITY will consider terms that make financial sense and demonstrate the Applicant's long-term commitment to a successful venture.

B) Project Site

The project site for the Water Taxi service is the Intracoastal Waterway from a point just south of the Atlantic Boulevard Bridge to the Hillsboro Inlet Marina (see "Figure 1"). Applicant shall assess each proposed stop to ensure proposed vessels will be able to safely allow loading and unloading of passengers including wheelchair accessibility, etc.

C) Team Experience /Minimum Qualifications

The CITY's goal is to hire an experienced and competent service provider. Proposer must clearly demonstrate this experience in its response to this RFP. The CITY wishes to engage a provider with no less than 3 years of experience providing similar services. The CITY recognizes such services are not common with other government agencies and will accept similar experience in other parts of the country (subject to verification). Experience with other government agencies in the State of Florida is a plus. The provider must supply copies of applicable licenses, business tax receipts, permits to operate vessels, and any other type of credentials necessary to demonstrate the applicant's ability to operate a business of this nature. The Applicant must also provide evidence of safety record for the past 3 years, minimum.

D) Financial Capabilities

The CITY's goal is to hire a firm with sufficient financial resources to manage the entire operation. Proposer must provide sufficient information to verify financial capacity to run the program and secure bonding, if necessary.

2. 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: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

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

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

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

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

The City encourages all firms to undertake good faith efforts to identify appropriate certified Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations

from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

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

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

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

4. Required Proposal Submittal

Submission/Format Requirements

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

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.

Understanding of the Project:

Written understanding of each of the project's needs and how your team intends to apply this information to the benefit of the CITY and the community. (Maximum 10 pages, 8.5" x 11", single sided).

Unique Capabilities:

Identify any additional or unique resources, options, capabilities or assets which the Proposer would bring to this project.

Technical Approach:

Firm(s) shall submit a proposed approach to providing Water Taxi services including details such as anticipated costs to patrons; fuel options including whether vessels operate on hybrid systems; advertising (on vessels, magazines, newspapers, websites, etc.); impact and revenues to the CITY; how the program will be implemented (phasing, timelines, flag and call-in services, etc.); concession services on board (if desirable), and how their firm proposes to maintain service time schedules. Submittal shall include photos and/or renderings of the vessels.

Financial Capability

Provide reviewed or audited financial statements for your most recent past two (2) complete fiscal years, accompanied by a review report by an independent Certified Public Accountant and/or any other financial information to demonstrate financial capacity to manage the project. Compiled or internally prepared financial statements will not be accepted. If reviewed or audited financial statements are not available the proposer must provide bank account information including account balances. Financial Statements or bank account information must uploaded as a separate file to the Response Attachments tab in the eBid System and should have a file name clearly indicating the contents of the attachment.

Fees & Costs:

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, costs associated with services provided, fees to customers, anticipated gas/electric/oil costs (if available), optional services, etc.

Schedule:

Proposer shall provide a timeline for implementation of the water taxi service.

Licensure:

Provide copy of applicable license(s) for team member(s). Include copies of Coast Guard, Federal, State, County and any other applicable permits to operate vessels.

Organizational Chart:

Specifically identify the management team (if needed) and provide an organizational chart for the team. Should the proposer require services by subconsultants, said subs shall be included and hierarchy of staff and sub-consultants clearly reported on the organization chart. The applicant must clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Brief corporate background and explanation of qualifications for these particular type of services as related to key members of the team. Describe experience as a Water Taxi services provider. Include the experience of the prime operators as well as other members of the team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific contracts (current and successfully completed within the past five years) where the team members have

performed similar services previously. Describe similar services for other government agencies or similar services provided to others including number of vessels being operated, personnel assigned, schedules, fees, revenues paid to agencies, years in business, how business plans failed/succeeded, what went wrong and what had to be corrected, what went right, and what was improved (Maximum 5 pages, 8.5" x 11" single sided.)

Resumes of Key Personnel:

Provide resumes for key team members and their associated experience within the last 5 years (maximum 2 pages per individual 8.5 x 11 single sided.)

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.

Bonding Capacity:

Letter from a surety company, bank, etc., providing information on the Applicant's bonding capacity.

Litigation:

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

Bonding Capacity:

Letter from a surety company, bank, etc., providing information on the Applicant's bonding capacity.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location. If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

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.

Local Business Participation Forms:

Completed Local Business program forms, Exhibits A-D.

Small Business Enterprises Participation Forms:

Completed SBE program forms, Exhibits E-H. Include copies of all SBE certifications for firms listed on these forms in your electronic submittal.

5. 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 \$1,000,000 Per Occurrence and
\$1,000,000 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
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed	bodily injury and property damage combined
	operations hazard	
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$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
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	\$2,000,000	\$2,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis	\$2,000,000	\$2,000,000
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- (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.

6. 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.	Qualifications – Statement of Skills, Resumes, Experience	0-30
2.	Project understanding/Proposal Details/Product Selection	0-25
3.	Scheduling (benefit to community/users, frequency)	0-5
4.	Capability of the team to perform/Financial Strength (current backlog of similar services, number of people assigned, funding mechanisms)	0-25
5.	Cost Proposal (details of costs/expenses and revenues to City)	0-15
	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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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, as amended. Specifically, the Contractor shall:
 - a. Keep and maintain public records required by the City in order to perform the service;
 - b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or 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
 - d. 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.
2. 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**

21. 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.

22. 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.

23. Waste Removal Services

The City has contracted with Waste Management Inc. of Florida for residential and commercial solid waste collection and disposal services. The City has granted to Waste Management Inc. of Florida the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The successful Contractor shall coordinate with Waste Management Inc. of Florida the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition debris generated over 10 cubic yards, with the exception of Source Separated Recovered Materials as defined in section

403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Waste Management Inc. of Florida. Please contact them directly for dumpsters and/or rollofs at the following address and phone number: Waste Management Inc. of Florida, 2700 Wiles Road, Pompano Beach, FL 33073, (954) 974-7500.

24. 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 _____

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

Exhibit – Contractor Performance Report



**City of Pompano Beach, Purchasing
Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to

2. Contract Period: from _____ to

3. Bid# & or P.O.#:

4. Contractor Name:

5. City Department:

6. Project Manager:

7. Scope of Work (Service Deliverables):

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this contractor again? ☐ Yes ☐ No

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

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

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

[illegible]

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

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: _____

Proposer's Name: _____

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

LOCAL BUSINESS EXHIBIT *A

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

RFP Number _____

TO: _____
(Name of Proposer)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

RFP # _____

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

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

3. Did you send written notices to Local Businesses?

☐ Yes ☐ No

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

4. Did you advertise in local publications?

☐ Yes ☐ No

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

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

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

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

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

LOCAL BUSINESS EXHIBIT "D"

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

Solicitation Number & Title: _____ Contractor's Name _____

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

(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"

RFP L-17-17

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

RFP Number _____

TO: _____
(Name of Proposer)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

at the following price: _____

(Date)

(Name of SBE Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

SBE EXHIBIT "F"

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

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"

GOOD FAITH EFFORT REPORT SBE EXHIBIT "H"

RFP # _____

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

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

3. Did you send written notices to SBEs?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

SBE EXHIBIT "H" – Page 2

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

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

8. Other comments: _____
- _____
- _____
- _____
- _____

Note: Please attach the unavailability letters with this report.

The Water Taxi in Pompano Beach?

Sample Water Taxi Stops (N. of Atlantic Blvd.)

Stop 1

Madison's Steakhouse

Stop 2

Taha Marine/Sands Hotel (Seaside/Casual Catch Restaurant)

Stop 3

NE 2 Street/City Park

Stop 4

Wyndham Sea Gardens

Stop 5

NE 12 Street (Marriott Hotel)

Stop 6

Hillsboro Park/Marina/Hilton Hotel?

Stop 7

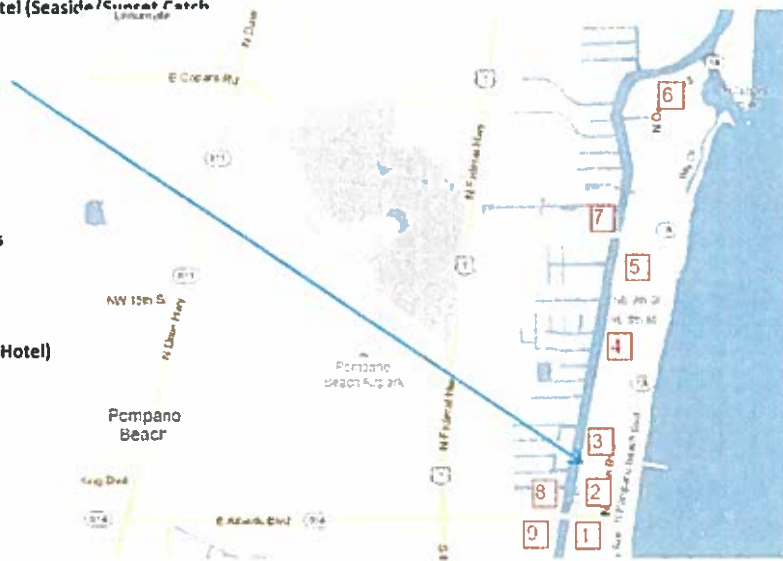
Alsdorf Park Boat Ramp

Stop 8

Houston's Restaurant

Stop 9

St. Martin's Church





**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

November 1, 2016

**ADDENDUM #1, RFP L-06-17
INTRACOASTAL WATERWAY WATER TAXI SERVICES IN POMPANO BEACH**

The deadline for acceptance of proposals in the eBid System, has been extended to **2:00 p.m. (local), December 5, 2016.**

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Financial Capabilities, Under the Scope of Services section item D. on page 4 of the RFP document it lists, "The CITY's goal is to hire a firm with sufficient financial resources to manage the entire operation. Proposer must provide sufficient information to verify financial capacity to run the program and secure bonding, if necessary. Under the information section that needs to be submitted, it states nothing about financials. Could you please clarify if financial statements are required?

Response: Section 4 Required Proposal Submittal on page 9 of the RFP has been revised to include:

Financial Capability

Provide reviewed or audited financial statements for your most recent past two (2) complete fiscal years, accompanied by a review report by an independent Certified Public Accountant and/or any other financial information to demonstrate financial capacity to manage the project. Compiled or internally prepared financial statements will not be accepted. If reviewed or audited financial statements are not available the proposer must provide bank account information including account balances. Financial Statements or bank account information must uploaded as a separate file to the Response Attachments tab in the eBid System and should have a file name clearly indicating the contents of the attachment.

Q2: Bonding Capacity, During the optional pre-proposal conference on October 24th 2016, it was mentioned, "250k or more bonding is required". In Section 4 Required Proposal Submittal on page 9 of the RFP Bonding Capacity requires "Letter from a surety company, bank, etc., providing information on the Applicant's bonding capacity." Could you please clarify the bonding requirements?

Response: The City will require a bond if the approved proposal requires an investment of over \$250,000, regardless of the source of the investment. The proposer must demonstrate his/her ability to secure a bond equal to or exceeding the total costs of their proposal.

Q3: Trolley, During the optional pre-proposal conference on October 24th 2016, there was mention of incorporating a trolley into the service. This is also mentioned in the Request for Proposal on page 8 under Technical Approach, along with a rendering of the possible route included as Figure 6. Whether participants incorporate this service into their proposal, is this a service that the City of Pompano Beach will make a request for at a later date?

Response: The proposers must respond to the requested services in the Scope of Services of this RFP. The City desires to provide trolley services, but this solicitation is specific to water taxi service only, unless the water taxi service is combined with amphibious apparatus. Should the City award a contract that's exclusive of trolley services, the City may issue a separate solicitation for trolley services in the future.

Q4: Service Commencement, During the optional pre-proposal conference on October 24th 2016, there was mention of start dates for this service. There was talk that the service could start almost immediately or within 3 - 6 months. Is there an actual project date (no later than) for this service to begin?

Response: There is not an exact date to start the service. The start date is dependent on the proposals submitted, the evaluation of the proposals and the award and negotiation of the contract for this service.

Q5: Boat Requirements, During the optional pre-proposal conference on October 24th 2016, it was briefly discussed vessels had to meet ADA compliance, also they will have to meet several other criteria. Some of these criteria would only exist if there is subsidized money involved. What if any is the stance of The City of Pompano Beach with subsidized funding towards this service?

Response: The proposer must submit a proposal that is commensurate with their ability to provide the best possible service. The City cannot make a commitment or confirm whether a subsidy will be available. The City will evaluate proposals for merit. Should a proposal merit consideration for a subsidy, then Staff will discuss the requested subsidy with City Manager, Budget Director and City Commission.

Q6: Amphibious Vehicle, Amphibious vehicles come ADA compliant. However in order to make these vehicles 100% ADA certified when in service additional ramps and lifts have to be implemented into the system, outside of the manufacture. Are there certain sections of city's property we are able to use, or will there be designated pieces of land that the city will want to use for this service? Could you please clarify?

Response: Staff has advised those that attended the optional pre-proposal conference on October 24th 2016 that proposers should evaluate the proposed route(s) and verify whether existing facilities can accommodate the proposed services. Staff strongly recommends proposers to confirm and provide City staff with details of what accommodations may be necessary to provide adequate services, if needed.

Addendum #1 is posted to the RFP in the eBid System on the City's website: www.pompanobeachfl.gov. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for acceptance of proposals in the eBid System, is **2:00 p.m. (local), December 5, 2016.**

The remainder of the solicitation is unchanged at this time.

Sincerely,



Cassandra LeMasurier, Purchasing Supervisor

cc: website
file