



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
P-32-18 (Step 2)**

**Design and Construction Services for Fire Stations  
52, 61 and 114**

**MANDATORY WALK-THRU:  
December 13, 2018, 1:30 P.M.  
109 N. OCEAN BLVD.  
FIRE STATION 11**

**RFP OPENING: January 15, 2019 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

December 5, 2018

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

P-32-18 (Step 2)

Design and Construction Services for Fire Stations 52, 61 and 114

The City is seeking proposals from qualified firms to provide Design and Construction services to the City for Fire Stations 52, 61 and 114. The City will receive sealed proposals until **2:00 p.m. (local), January 15, 2019**. 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.

**MANDATORY Walk-Thru**

A mandatory walk-thru will be held on **Thursday, December 13, 2018 at 1:30 PM. (local)**. Vendors shall meet at Fire Station 11, located at 109 N. Ocean Blvd., Pompano Beach, Florida  
**Failure to attend the Mandatory Walk-Thru will result in rejection of your bid.**

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

**INTRODUCTION**

The City employed a two-step competitive selection process to select the three (3) most qualified firms based on selection committee recommendations and City Commission approved ranking, to create a pre-qualified list of firms to submit proposals for Step 2 of the process, consisting of design and construction services of three (3) fire stations. Step 1 of the process resulted in the City creating a list of design and construction firms considered as the most qualified to do the work. Step 2 of the process is for those firms deemed most qualified to submit competitive proposals for the City's consideration in making awards on a project by project basis only. This RFP represents Step 2 of the process.

The intent of this "Request for Proposals" is for the CITY to request proposals from the three (3) pre-qualified firms to provide design/build services necessary to build fire station projects within the CITY as outlined herein. Firms are encouraged to self-perform any of the general services necessary to complete the project. The City shall retain the right to Direct Purchase materials, if desirable. The design/build firm(s) may retain necessary State of Florida licensed design professionals, at their discretion, if deemed necessary.

The City recently constructed Fire Station 11 at 109 N. Ocean Boulevard Pompano Beach. Fire Station 11 shall serve as a model for the desired design of the proposed station including floor space allocations, materials, finishes, equipment and architectural theme. Work to be  
RFP P-32-18 (Step 2)

accomplished under this contract will include, but not be limited to, construction services for improvements in which costs may exceed \$2,000,000 per project. **Proposers are required to visit Station 11 and 103 with the City's CIP Director and the Fire Chief on Thursday, December 13, 2018 at 1:30 PM.**

### **1. Scope Of Services**

The proposals shall include, but are not restricted to, demolition of existing building(s); provision of temporary facilities (trailer); construction of new multi-bay fire stations; installation/upgrade/replacement of supporting utilities (drainage, water, sewer and irrigation); new lighting; American with Disabilities Act (ADA)-compliant sidewalks; pavement (driveways/access roads); landscaping (trees, palms, groundcovers, etc.); possible conversion of existing overhead utilities (e.g. electric, telephone and cable TV) to underground distribution; alarm system (compatible and compliant with Broward County standards); and, other improvements outlined in the final construction plans. The design-build team shall carefully review the Design Criteria for each fire station and incorporate the data into the proposed plans as necessary. The material provided is for informational purposes and the City cannot be held liable for the accuracy of its contents.

**The budget for each station is as follows:**

#### **Fire Station 52**

Full design, permitting and construction (\$5,600,000 of which \$382,800 are set aside in contingency) including provisions for a Temporary Fire Station Trailer, FFE (\$100,000) and a new Broward County compatible alarm system (\$100,000). The price to construct this station MUST include design services payable between now and September 30, 2021, but construction funds will not be available until October 31, 2021. Price shall be firm as a complete turnkey. Therefore, proposer must hold prices until then.

#### **Fire Station 61**

Full design, permitting and construction (\$5,400,000 of which \$232,800 are set aside in contingency) including provisions for a Temporary Fire Station Trailer, FFE (\$100,000) and a new Broward County compatible alarm system (\$100,000). The price to construct this station MUST include design and construction services payable between now and September 30, 2021. Project must be delivered by no later than August 31, 2021.

#### **Fire Station 114**

Full design, permitting and construction (\$5,100,000 of which \$182,800 are set aside in contingency) including provisions for FFE (\$100,000) and a new Broward County compatible alarm system (\$100,000). The price to construct this station MUST include design and construction services payable between now and September 30, 2021. Project must be delivered by no later than August 31, 2021.

1. The scope of services may include, but is not limited, to the following:

- Prepare preliminary design plans and/or design alternative recommendations for interior and exterior improvements based on Design Criteria details and input from Fire Department staff.

- Conduct presentations to elected officials, staff, and the public, if necessary.
- Prepare required documents for the project. This will include preparing surveys, design plans, technical specifications, construction plans, etc.
- Attendance at City Commission meetings may be required.
- Coordinate processing the projects through all required governmental and quasi-governmental agencies, City Departments and other appropriate review boards.
- Prepare and process all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City)
- Provide construction services and oversight for the project. Proposer may need to make provisions for threshold inspections, shop drawing/contractor submittal reviews and approvals, responding to subcontractor requests for information, and reviewing subcontractor payment applications, if applicable. Contractor may choose to use own forces.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

## **2. Construction Phase**

- A. Provide Performance and Payment Bonds for the full value of the contract for each phase of the project.
- B. Monitor Local Business, Minority/Women and Small Business Enterprises participation (M/WBE, SBE) for the project or phases of the project.
- C. Apply for, obtain, coordinate and pay for all permits, inspections and tests. Ensure the successful, timely, and economical completion of the project or phases of the project.
- D. Coordinate and insure compliance with all insurance requirements.
- E. Create, maintain, and present an overall construction schedule.
- F. Create a schedule of values for the project and/or phases of the project.
- G. Coordinate Construction Services, including but not limited to:
  - 1) Regular job site meetings.
  - 2) Public presentations and Public outreach.
  - 2) Maintaining and updating schedules.
  - 3) Overseeing quality assurances.
  - 4) Maintaining and providing copies of all contract documents.
  - 5) Insuring compliance with all safety programs.
  - 6) Coordination of all construction.

## **3. GENERAL SERVICES**

General project specifications and requirements include, but are not limited to, the following items:

- A) The turnkey design/build of new Fire Stations No 61, 52 and 114.

- B) The demolition of existing fire stations 61 and 52, and preparation of the site for new construction for all 3 stations. Contractor shall make environmentally conscious choices when performing demolition and construction. Contractor shall divert and dispose of demolition and construction debris in accordance with all controlling federal, state, and county environmental agencies.
- C) The accommodation for provision of temporary dormitories and offices for firefighters during construction at the site, facilities to be provided by others, except for Fire Station 114. City will make a decision to provide said accommodations while construction of Fire Station 52 is carried out, if necessary.
- D) Building areas will reflect the building program as coordinated with Pompano Beach Fire Rescue and will include the following building functions: 1) Storage, 2) Apparatus Bay, 3) Business, 4) Gender Friendly Dormitory; 5) Separate Battalion Chief Work and Dormitory Quarters; and 6) Pharmacy. An outline program of proposed floor spaces is provided in the Design Criteria package. However, the City reserves the right to provide further coordination and development towards the ultimate project plan.
- E) Provide a complete fire station(s) facility including all civil, architectural, structural, plumbing, mechanical, fire alerting system, security access system, emergency generator, fire alarm system, and electrical system;
- F) A minimum of Silver LEED Certification and will require full documentation for each fire station project. The Design/Build Consultant Team will be required to submit all applications, calculations and responses needed to achieve certification.
- G) Incorporation of the CITY's security and information technology requirements;
- H) Incorporation of the County's Office of Communications Radio Shop requirements for the latest fire station alerting system;
- I) Incorporation of gender friendly dormitory design; each dormitory will be a private space with a bed, desk and three casework cabinets (20"x20"x84"). Private shower rooms with showers, toilets and sinks shall be provided.
- J) Incorporation of design build contracts including a payment and performance bonds, applicable permits, fees, impacts, utility taps, and licenses;
- K) Provision of pre-design consulting services and stakeholder meetings to determine projects' scope, requirements, values, and community interests; proposers should plan for a minimum of five public meetings as part of the program and design confirmation process.
- L) Preparation of preliminary fire station designs and/or design alternative recommendations, including (as required) various types of modeling, site inspections, surveying, value engineering and field data analysis;
- M) Preparation of preliminary project schedules and cost estimates;
- N) Preparation of all required construction documents for the fire stations including site surveys, schematic design drawings, design development drawings, contract documents, permit documents, and bid documents; The DESIGN/BUILD Consultants will furnish to the CITY signed and sealed Plans and Specifications for the project. The Plans and Specifications must be sealed by a Registered Architect and Professional Engineers, as appropriate for the various disciplines, licensed to practice in Florida per the requirements of Chapter 481 or Chapter 471, Florida Statutes.
- O) Preparation of all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County, and CITY); Permit fees are to be paid by the Contractor and included in the Bid Form.

- P) Provision of pre-construction services, construction management/administration and full construction services for the complete fire stations (and all associated building systems) and for the site development;
- R) Provide project closeout services (sign off from all applicable government agencies having jurisdiction, as-built plans, LEED certification, etc.).

**A. Tasks/Deliverables**

Firms will develop plans and will interact with Fire Department and City staff at various design intervals (30-60-90%) and during construction. Firms will prepare 100% construction plans. Firms will assist and secure required permits and process them in a timely fashion, if applicable. Firms will provide full construction services and final project certification. Team members shall develop plans based on Design Criteria and input provided by Fire and City staff and prepare design and construction documents that meet the budget.

**IMPORTANT NOTE: Proposers shall not use previously approved plans to create their new plans without written consent from the City and/or original designer and must use their own creativity to achieve the desired outcome. Previously approved plans for Stations 11 and 103 are provided for informational purposes, only.**

**B. Term of Contract**

Fire stations 61 and 114 shall be designed and constructed on/or before September 30, 2021. Fire station 52 shall be designed before September 30, 2021, but construction may not commence until the City has issued the second G. O. Bond. The anticipated date for issuance of this bond is October 4, 2021. The City cannot fund construction services until then. Construction of Fire Station 52 shall be completed on/or before September 2023.

**C. Local Business Program**

On March 13, 2018, the City Commission approved Ordinance 2018-112, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

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

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 10% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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

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

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

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

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

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

Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in “unsatisfactory” compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

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

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFP). No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
  - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1&2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.
4. At the end of each month, the successful applicant(s) shall be required to submit quantitative data demonstrating local participation goals are met and depicting local hires, local vendors participating in the project, percent participation vs. total contract awards, etc. This information shall be provided in a timely fashion to the City’s designee.

**D. Required Proposal Submittal / Submission/Format Requirements**

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

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

**Title page:**

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

**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.

**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. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

At minimum, Contractors shall structure their proposal costs into the following general headings (additional headings for items that do not fit into those listed below shall be added with sufficient detail in order to clearly understand the nature of the costs):

1. Architectural & Engineering Design Costs
2. Construction Costs (breakdown by major equipment discipline and work activity is desired)
3. Total Design-Build Project Cost

The City reserves the right to declare any Proposer as “non-responsive” in the event of cost presentations that do not fully disclose all anticipated project costs or in cases where the numerical totals are not correct or sufficiently transparent.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**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.

**Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

**Litigation:**

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

**City Forms:**

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City’s eBid System.

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

**E. Insurance**

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

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. 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  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX	premises - operations	bodily injury and property damage
—	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
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

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

XX comprehensive form  
XX owned  
XX hired  
XX non-owned

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## REAL & PERSONAL PROPERTY

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

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

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

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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

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CYBER LIABILITY		Per Occurrence	Aggregate
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— \* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

— Network Security / Privacy Liability  
— Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

- \_\_\_ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
  - \_\_\_ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.
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C. Employer's Liability. If required by law, 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.

**F. 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.

**Point Range**

### **Criteria**

- |   |      |
|---|------|
| 1. Financial Capability - An indication of the resources available and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition the firm's ability to secure bonding shall also be used as an indicator. Describe your current backlog and possible staffing impacts that could affect the firm's ability to deliver the project in time.                            | 0-17 |
| 2. Qualifications of personnel including sub consultants: The general and specific project related capability of in-house office and field support, including previous experience with similar projects.<br><br>a. Organizational chart for project<br>b. Number of technical staff<br>c. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff on similar projects                           | 0-21 |
| 3. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County and City requirements, codes and ordinances. Also, knowledge of local subcontractors and suppliers capable of supplying quality workmanship and materials.  | 0-7  |
| 4. Overall approach, methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.  | 0-15 |
| 5. Scheduling – A description of the Firm's general project management, scheduling and cost controls indication functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders. Provide a proposed schedule to deliver projects no later than September 2021, except Fire Station 52, which must be delivered no later than September 2023. Schedule must include provisions for all applicable approvals by outside | 0-15 |

government agencies and different City Departments and Boards.  
Building permits shall be included

6. Provide pricing for design and construction services. Pricing shall be binding and not subject to changes except for plan modifications resulting from City initiated requests after design is complete and approved. 0-25

**Total 0-100**

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

**NOTE:**

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

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

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

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

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

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

**G. 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.

**1. Right to Audit**

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

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

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

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

## **2. Retention of Records and Right to Access**

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

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

## **H. 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.

## **I. 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.

## **J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. Standard Provisions**

1. Governing Law

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

2. Licenses

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

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

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - i. Keep and maintain public records required by the City in order to perform the service;
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

#### **PUBLIC RECORDS CUSTODIAN**

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

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

#### **T. 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.

#### **U. 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.

**V. Contractor Performance Report**

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

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

***PROPOSER INFORMATION PAGE***

***RFP*** \_\_\_\_\_, \_\_\_\_\_  
(Number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

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

#### **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]

**City of Pompano Beach Florida**

**Local Business Subcontractor Utilization Report**

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

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

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

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

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

- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

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

CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

Solicitation # & Title: \_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

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

LOCAL BUSINESS EXHIBIT "A"

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

RFP Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

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

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Local Business Contractor)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address City, State Zip Code)

BY: \_\_\_\_\_  
(Name)

LOCAL BUSINESS EXHIBIT "B"

RFP P-32-18 (Step 2)



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?

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

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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 ?

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

<hr/>	\$ <hr/>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>

8. Other comments: 

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LOCAL BUSINESS EXHIBIT "D" – Page 2

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LOCAL BUSINESS EXHIBIT "D"