



**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS
E-16-19, STEP 1**

MASTER DEVELOPMENT OF CITY-OWNED PROPERTY

**OPTIONAL PRE-PROPOSAL TELECONFERENCE VIA
GOTOMEETING:**

<https://global.gotomeeting.com/join/967226725>

FEBRUARY 21, 2019, 4:00 P.M.

**RFQ OPENING: APRIL 09, 2019 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

Introduction

STEP 1 - MASTER DEVELOPMENT OF CITY-OWNED PROPERTY LOCATED AT 109 N. OCEAN BOULEVARD (STATE ROAD A1A) INCLUDING DESIGN-BUILD, FINANCE, OPERATE AND MAINTAIN ("DBFOM") SERVICES FOR PUBLIC PRIVATE PARTNERSHIP ("P3") DEVELOPMENT INCLUDING CONSTRUCTION OF PARKING GARAGE AND SURROUNDING INFRASTRUCTURE, PREPARATION OF SITES FOR FUTURE PRIVATE DEVELOPMENT AND DELIVERING FUTURE COMMERCIAL DEVELOPMENT (herein called "OCEANSIDE P3" or "Project"). Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional firms to submit qualifications and experience for consideration to provide the above-mentioned DBFOM Services.

The City will receive sealed proposals until **2:00 P.M. (local), April 09, 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.

The City has chosen to utilize a two-step selection process to procure a P3 Master Developer ("Proposer" or "Master Developer") for the development of a multi-story parking garage, new infrastructure (such as roads, landscaping etc.) surrounding the proposed garage, the preparation of at least two building sites adjacent to the proposed garage, which will be leased by the City to the Master Developer for such uses such as a hotel and retail facility after the process for securing a land use and zoning amendment for commercial uses has been completed. Step 1 is a qualifications-based shortlisting process; Step 2 is a proposal-based process. The anticipated form of the construction contract part of the Project for a parking garage, public infrastructure, and preparation of several building pads for future development of commercial uses, will be a stipulated sum or a cost plus a fee not to exceed a Guaranteed Maximum Price (GMP). Step 2 will also ask Proposers for financing, operations and development proposals. The Master Developer should be prepared in its response to the RFQ, Step 1, to state that in addition to providing DBFOM services, that Master Developer also has an interest and ability to be a Master Developer for the entire project site, which includes the leasing of development sites from the City and development of private commercial buildings such as hotel, retail, or other permitted uses.

There will be an **optional** pre-proposal meeting to review the City's expectations for the Project, the project background, and overview of scope. The event will be accessible as a **"Go To Meeting" teleconference**, on February 21, 2019, beginning at 4:00 p.m.

(local) **Attendance at the Pre-Proposal Meeting is not mandatory.** The lead Proposer, also referred to as the Master Developer in this RFQ, should attend and key members of the team, such as parking automation vendors, architects, engineers, contractors, financing institutions, parking operations and maintenance firms, are encouraged to attend. For sub-consultants and subcontractors, the meeting is also not mandatory, nor necessary. Access to the Go-To-Meeting will be as follows:

Join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/967226725>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679

- One-touch: <tel:+18668994679,,967226725#>

United States: +1 (571) 317-3117

- One-touch: <tel:+15713173117,,967226725#>

Access Code: 967-226-725

First GoToMeeting? Let's do a quick system check: <https://link.gotomeeting.com/system-check>

In-person access to the optional pre-proposal meeting will be at the purchasing office. Note: the meeting is for background, and scope overview; all questions must be in writing, using the questions feature of the City's eBid system.

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.

I. City Profile and Background Information

Located just north of Ft. Lauderdale, east of the Florida Turnpike, in the heart of Florida's Gold Coast, the City is home to some of the warmest and clearest waters, beautiful sand beaches, and calming breezes. The City has a population of about 109,000 residents year-round, but peaks to around 150,000 during the seasonal months (November through April). Due to the City's substantial public investment in the beach area and other major corridors and public assets, the City is now a prime target for private development and investors. Significant private development is underway in and around the pier and beach area and the transformation of that area

over the next few years is expected to be astounding, attracting locals and visitors alike. Taxable values have started to climb and are expected to continue to climb and considering the City's Community Redevelopment Agency (the "CRA") is a tax increment district (comprised of an East and Northwest District), the emphasis is on ensuring the taxable values continue to increase. Businesses, visitors and potential new residents are taking notice of Pompano Beach, due to its prime coastal location and development opportunities. The City's objective for hiring of a Tourism Marketing Manager (the "position") in 2013, was to establish an infrastructure for positioning Pompano Beach as a destination City to expedite broad awareness of the City's tourism assets, and to significantly increase the number of various leisure, group, and business visitors into the City from both local and domestic, as well as international markets. The ultimate effect has been to stimulate economic growth in Pompano Beach and attract new residents and visitors, while simultaneously creating new jobs. The City's investment in a Tourism Manager has assisted in garnering both national and international attention for the City. This is evidenced by the following accolades over the past few years:

- ***Money Magazine: April 2018 - The 7 Best Places to Go in Florida Now - Pompano Beach #1***
- ***Money Magazine: February 2018 - 20 Best places to go to, Pompano Beach # 5 in the US, within a total of ten cities mentioned domestically***
- ***Expedia: December 2017 - Pompano Beach the only City in Florida named for the Best place to escape. One City named in each state.***
- ***CNBC: July 2017 - Pompano Beach # 7, top 10 Cities for Active Retirement***
- ***TripAdvisor: December 2014 - Pompano Beach ranked # 5 in the top 10 Up & Coming Cities in the U.S.***

In March 2018 the residents of the City voted to approve the issuance of General Obligation Bonds (G.O. Bonds) in order to finance a total of 25 public projects throughout the City with planned investments totaling \$174 million. The bond issue is divided into three categories including infrastructure (streets, streetscape, sidewalks, bridges etc.), public safety, and parks and recreation improvements. Since the voter approval the City received a AA (positive outlook) bond rating from Standard and Poors, a national rating agency. The City's preparation of a "Letter to Rating Agencies", was instrumental in garnering such a high bond rating. **Potential proposers are highly encouraged to read the Letter to the Rating Agencies, located at Exhibit L, which provides an abundance of information on the City.** The G.O. Bonds represent a significant win for Pompano Beach as not only will it result in significant investments in the City's public infrastructure and facilities, but this public sector investment will only continue to attract private investment, visitors and new residents to the City, a significant economic engine for Pompano's future.

Parking Enterprise Fund

The City in 2013 created a parking enterprise fund (“Fund”) for the purpose of aggregating their parking revenues and expenses into one enterprise account from which the City could contribute to the building of new parking facilities. Included in the revenues of the Fund are parking meter revenues, parking lease revenues, parking citation revenues and other revenues. Shortly after the Fund was established in 2013, the City began working on building its first multi-level garage, called the Pier Garage, a 625 space, five-level facility that includes approximately 100 valet parking spaces on the ground floor, located on State Road A1A very close to the Atlantic Ocean. Opened in July of 2016, the Pier Garage has been highly accepted by consumers, and recently it has been at capacity during the busy holiday weekends such as July 4, Memorial Day and during the April 3-day Seafood Festival. After the opening of a 6,700 square feet high-end restaurant located on the beach, called “Beach House,” in close proximity to the pier garage, the parking facility was filled to capacity with diners at the new restaurant on the weekends. The Pier Garage was built to meet parking demand from both daytime beach visitors, as well as daytime and nighttime customers of the proposed multi-restaurant development in the Pompano Fishing Village, as described below.

In 2017 the City amended its parking ordinance, including the rates for meters, parking leases and other parking revenue sources. As a result, revenues for the Parking Enterprise Fund have risen dramatically, with the City receiving, for Fiscal Year 2018, approximately \$2.4 million in revenues. The major expenses for the Fund for Fiscal Year 2018 include the debt service and operating expenses for the Pier Garage, including the private management fee for managing the Pier Garage, as well as operating expenses associated with managing and enforcement for 1,200 street and lot metered spaces. **Refer to Exhibit K for a copy of the City’s Parking Ordinance.**

Pompano Fishing Village

Located just east of the Oceanside site, the Pompano Beach Fishing Village is an exciting partnership, whereby the City has entered into a master development agreement with a private sector developer who has plans for 55,000-65,000 square feet of retail shops, restaurants, a banquet/event venue and concessions in addition to a new boutique hotel around the pier area. ***This multi-use project represents a \$50 million private sector investment in Pompano Beach.*** The City contractually will be entitled to minimum annual rental amounts for all parcels leased to the developer (approximately \$.5 million annually plus escalators), in addition to a percentage of annual gross revenues yielded by the developer from sub-tenants over contractually agreed upon annual baseline gross revenue amounts.



This massive redevelopment effort, coupled with past and ongoing redevelopment efforts in and around the City's beach area, inclusive of the replacement of the City's pier (The fishing pier will become in 2019 another attraction for residents and visitors, resulting in more parking demand). The Pompano Fishing Village will prove to be

a major asset to the City's vision of attracting additional private investment and additional residents and visitors to the City. An economic impact study was done for the Pompano Fishing Village development and it is estimated that the project will generate 580 jobs and approximately \$.5 million in annual revenues to include tax increment, utility taxes, ems/fees and franchise fees. Coupled with ground lease revenues, this equates to at least approximately \$1 million annually in revenues to the City. All this would not have been possible without the CRA's \$12 million public sector investment in the City's beachfront. To put this into perspective, with the CRA's beach development efforts alone (completed in 2012), the City has seen an increase in parking revenues from approximately \$800k in 2012 to approximately \$2 million in 2017 and this is prior to the first private development parcel coming online in the Pompano Beach Fishing Village.

Listed below are planned establishments for Pompano Fishing Village:

The ***Beach House*** restaurant is the first parcel to have been completed and opened in March 2018. Located adjacent to the City's pier, Beach House is an exciting new beach casual restaurant concept from Cincinnati-based Jeffrey R. Anderson Real Estate, Inc. and an extension of their



successful South Florida restaurants, Grille 401, Pinon Grill and Brimstone Woodfire Grill. The Beach House promises to deliver a casual and relaxed dining experience, which starts with the fun atmosphere, amazing food and always impeccable service. With a lounge feel, live entertainment and stadium seating design, every guest will have amazing views of the ocean and beach areas while relaxing and enjoying the "vacation" lifestyle.

The second high-end beach side restaurant (***Oceanic***) is slated to open



in the fall of 2019. The ocean-front restaurant, adjacent to the City's pier, promises to deliver a dynamic experience, which starts with the architectural wow-factor. The ocean liner-inspired design provides an open interior with expansive and uninterrupted ocean views and will also boast a roof-top sunset deck bar.

The **Kilwins** national retail chain has been around for over four decades and will be a great addition to Pompano's beachfront offering residents and visitors with a sweet tooth, a myriad of chocolate, fudge and ice cream treats.



Established in 2011, **BurgerFi** is among the nation's fastest-growing, gourmet burger restaurants. Based in North Palm Beach, Burger Fi, takes pride in its fresh, natural ingredients and an emphasis on quality. All

BurgerFi restaurants have an eco-friendly, modern design, similar to a bar or coffeehouse, and the location in Pompano Beach Fishing Village will be no exception. The large open air covered porch and high ceilings will create an inviting atmosphere, perfect for enjoying the ocean breeze and people watching on Pier Street and Pompano Beach Boulevard while enjoying delicious food and beverages.

Alvin's Island is the place for all beach accessories. Based in Miami Beach and operating 36 stores on beaches throughout the southeastern United States, Alvin's Island sells just about anything you could want on your visit to the



City's beautiful beach, including bathing suits, beach towels, suntan products, beach shoes, water sports equipment and resort wear.

The ***Lucky Fish*** will be a beach bar and grill with an outdoor deck. It will serve cocktails, beer and select food items. and will be located at the entry to the new pier.



Also planned for the Pompano Fishing Village is a banquet/event space to be located just west of the Oceanic restaurant on Pompano Beach Blvd. The objective is to create a space suitable for wedding receptions, charity events, corporate meetings and private parties. This beachfront location would be unique for such a venue and should generate local and regional demand.

Pompano Beach Fishing Village will be home to a dual branded ***Tru by Hilton and Hilton Home2Suites*** hotel operated by the Fort Myers based Madhav Group, which also operates hotels in Boca Grande, Orlando and Fort Myers and Everglades City. Tru by Hilton is a hot new hotel concept that's vibrant, affordable and young-at-heart. It is designed to be by turn energetic, relaxing, familiar and comfortable



and unexpected, unprecedented and distinctive. Hilton Home2Suites is a concept that features stylish suites, with kitchens and work areas. The two hotels will share a fitness area, a saline pool and a rooftop deck featuring spectacular 360 degree views of the Atlantic Ocean, the Pompano Beach Fishing Pier, the Hillsboro Lighthouse, the Intracoastal Waterway and all the action below in Pompano Beach Fishing Village.

The Pompano Beach oceanfront has become a destination for residents and visitors regionally, because of the high popularity of the beach, because of its award-winning beach design, and because of the high-quality amenities, restaurants, and retailing at the Pompano Fishing Village Development.

II. Oceanside P3 Project Background

The Project site described in this RFQ is approximately 2.9 acres is located at 109 N. Ocean Boulevard (State Road A1A), approximately 600 feet north of Atlantic Boulevard and east of Riverside Drive. A site survey is included as **Exhibit F** to this solicitation, as well as a Google Map as **Exhibit G**. The project site is currently used for surface municipal parking, containing approximately 279 parking spaces (**refer to Exhibit F for site survey and Exhibit G for Google Map of site**). The lot is currently metered and served by pay stations and by a pay-by-phone system of payment and at current parking rates, yields the City approximately \$200,000 per year. Recently two public facilities were completed adjacent to the Project property: a central fire station (2015) and a county public branch library (2015); each of these facilities provide their own parking. The City recently studied the property to determine what supporting uses could be utilized on the site besides a parking garage and determined that retail (potential grocery store type use) and hotel uses may be successful and appropriate in order to serve the public and residents utilizing the beach, a requirement for any future land use amendment. The City is particularly interested in a grocery store use but will consider other proposed uses as well. **The site study is illustrated in Exhibit H.**

The need for a second garage discussed in this RFQ is a result of not only the demand for parking from the Pompano Fishing Village (as discussed above) and anticipated future development on the barrier island, but also from recent beachfront improvements carried out by the City and its CRA. The City and CRA invested over \$15 million to revitalize and modernize the beach area along Pompano Beach Boulevard from Atlantic Boulevard to N.E. 5th Street. Work included replacing and widening sidewalks, adding new pedestrian light fixtures, building new on-street parking, upgrading the existing children's' playground, installing adult exercise equipment, upgrading the landscaping and sand dunes on the beach, and creating inviting gathering areas for private and public events. The improvements have resulted in parking demands that far exceeded the City's expectations; the beach area has quickly become a major attraction to locals and tourists alike. Recently the City engaged a parking consultant to estimate the demand for parking in the Project garage over the next 30 years, **the results of the Parking Demand Study can be found in Exhibit I.**

With respect to the use of the new garage for valet parking, the City may not operate its own valet parking or set aside parking spaces for valet parking as they did in the Pier Garage. However outside purchasers of parking spaces in the garage such as a hotel or retail users may use their spaces for valet parking, but they must operate their own valet system. In addition, the City may consider entering into private agreements with off-site restaurants, for valet parking, depending upon the availability of spaces in the new garage.

The City anticipates, once the garage is constructed, that the Master Developer will lease several development sites for construction of private uses that would enhance the beach area and its users. The ground lease revenue will be used to assist funding some aspect of the cost of the garage. The Master Developer will be master developer for the entire site, which includes the leasing and development of private commercial buildings, such as a hotel and retail uses.

Additional parking demand of the Project's garage by neighboring entities, for example the Sands Harbor Hotel (across from the Project site on Riverside Drive), could arise, but the City may require that outside entities pay their prorated share of the cost of the garage. This outside demand could create a demand for 150-200 spaces. The outside users would be expected to also pay their annual prorated share of the maintenance and operating costs of the garage.

The Project property is situated within the City's East CRA District (the "District"), which was created in 2001 and ends in 2031. The District has been very active in the area and has funded several important public improvements including beach improvements (\$12 million), Pompano Beach Boulevard (\$3 million), East Atlantic Boulevard beautification (\$5 million), Harbor Village public parking and shopping center façade (\$5 million) and other projects. Since the CRA district is a tax increment district, it is expected that the CRA's East District may contribute some District funding towards financing the proposed parking garage and surrounding infrastructure improvements.

A. Development of Commercial Real Estate on Project and Land Use and Zoning Amendments

The City intends to file an amendment to the land use in the Oceanside P3 project area and will request a reclassification of the existing land use on the property from "Open Space" and "Recreation" to "Commercial" land use. This will require approval by the Broward County Regional Planning Council, the Broward County Board of Commissioners and the City of Pompano Beach. The amendment will provide the right to build commercial buildings (but not residential) such as a hotel and retail so long as the commercial uses support the use of the beach. The land use amendment is expected to require approximately eighteen months to be accomplished. The City will initiate the land use amendment process prior to the selection of a P3 Developer, but once a developer has been selected, the successful proposer is expected to collaborate

on this process by providing input, as well as attending required regulatory (i.e. County, Boards, City etc.) and community outreach meetings.

Following a land use amendment, the City will be required to amend its zoning regulations for the development of the commercial property, which will be patterned after the surrounding commercial regulations, except that residential will not be permitted. The expected time period for the zoning amendment is approximately six months. **Refer to Exhibit J for discussion on land use and zoning amendment process.** Neither the land use amendment nor the zoning amendment will impede moving forward on the P3 delivery of the garage and surrounding infrastructure, since the garage is a permitted use under the current zoning.

The City will ask the Master Developer proposing on the RFQ Step 1, to develop commercial buildings that are described in the final preconstruction design phase such as a hotel, retail or other desirable uses. The City will grant the Master Developer some flexibility in the final determination of the types of commercial buildings being proposed based upon market conditions as well as other development considerations.

B. Purpose and Intent of RFQ and RFP 2-Step Process

The intent of the City is to solicit proposals and to issue a contract to a Master Developer for Design-Build, Finance, Operate and Maintain team (“DBFOM”) to design and build a new parking garage, new roadway and utilities infrastructure, and prepare building pads for the future construction of commercial buildings, such as retail and hotel. The entire Project will be designed as a master planned project.

1. The City is seeking proposals that demonstrate creativity addressing neighborhood compatibility, street frontage, pedestrian activity, quality design, innovative technology, resiliency and quality materials in construction.
2. Proposers will clearly demonstrate the experience of their team and their background of developing similar projects. Each team member’s role (individual or firm) in the Oceanside Project Development must be clearly described.
3. Proposers, once shortlisted, will present a conceptual plan design in Step 2 that is financially feasible prior to preparing construction documents. Conceptual design of the new multi-level parking garage.
4. Proposers will develop a project that generates sufficient revenue to support the new multi-level parking garage.

C. Two-Step Process

The City is employing a two-step DBFOM competitive proposal selection process to retain a P3 master developer to perform the work. Step 1 of the process will result in the City short-listing master development teams considered as the most qualified to do the work. Step 2 of the process will be for those teams deemed most qualified to submit competitive proposals for the City's consideration in making an award to design, build, finance, operate and maintain the garage and the master planned area, and develop taxable, commercial real estate. This RFQ represents Step 1 of the process for evaluating master development teams based on qualifications only. No design work or pricing is required in Step 1, only the demonstration of qualifications.

Responses to Step 2 will be evaluated based on the criteria published in Step 2; scores/points will not be carried over from the Step 1 evaluation. The purpose of describing in this RFQ a brief discussion of criteria in Step 2 is to give the Step 1 proposers an idea of what is expected for the project in Step 2.

D. Design and Building Objectives to be Considered in Step 2

The proposed improvements for the Project will be new infrastructure supporting the project, including, but not limited to, new sanitary sewer collection system, potable water distribution system, storm water retention collection system, new water-reuse distribution system for irrigation, fiber-optic infrastructure, new roadway to connect State Road A1A and Riverside Drive streets, and on-street parking on the new roadway connector. Furthermore, public building improvements include a new multi-level parking structure of between 700-750 parking spaces as discussed below. Preferably, the first floor of the garage will be designed to accommodate any required mechanical, electrical, fire protection, trash collection, elevator equipment rooms, and public facilities. The Master Developer may entertain locating equipment on other floors subject to compliance with applicable codes, safety requirements, and ease of accessibility for maintenance and operation. Plans should contemplate options for emerging and future technologies to power lighting and equipment in the garage, including, but not limited to LED, solar power, etc. Plans should further contemplate incorporation of space availability technology for automated parking and conventional non-automated floors in the garage. Costs for solar technology and space availability technology should be itemized to afford the City options when contemplating incorporating these features into the project. In the Step 2 RFP process, proposers will be required to submit a proposal for a conventional parking garage, as well as a separate proposal for a hybrid garage design to include a combination of conventional and automated garage features. For the hybrid case including an automated garage alternative, Step 2 should analyze the performance alternatives of retrieval of automobiles for pick up by customers, based on anticipated patrons (i.e. hotel, retail, beach goers etc.) and any cost implications associated with higher performance standards.

The final size of the parking garage and the number of parking levels is governed by several factors, including the garage design criteria, requirements of the master

development plan to be provided by the Master Developer in the RFP Step 2 Proposal, the parking demand study provided by the City's parking consultant (refer to Exhibit I) and the number of nearby (walking distance) commercial buildings who seek to lease or purchase parking spaces from the City for their own facilities etc. The Master Developer will determine the particular design layout ("Master Development Plan") of the Project, which will include the garage, parking systems options (conventional vs conventional/automated hybrid design), project infrastructure, and at least two private development sites (pads only initially, but later in the process the identification of commercial buildings), subject to the review and approval by the City. The City would like to maximize the number of commercial uses on the Project site and as such, proposers will be required in Step 2 to present a conceptual plan which maximizes this outcome, which could result in at least two or more private development sites or uses. Although the number of total parking spaces will depend upon the final City approved design, and although the design should maximize the automobile capacity within the given parameters, it is estimated that approximately 700-750 spaces should be provided.

Proposers in Step 2 will be given more detail with regard to parking garage design standards, but general considerations should include the following:

1. The elevations of the parking garage structure should be compatible the City's codes as well as the more significant architecture of the surrounding area's buildings.
2. The parking structure shall be designed with high quality, long-term durability, and low maintenance components, with particular emphasis on sustainability for the marine/coastal environment.
3. Patron security is an important consideration and an efficient lighting system and other security features are essential. Crime Prevention Through Environmental Design (CPTED) principles shall be applied in accordance with City regulations.
4. Vehicular and pedestrian traffic flow patterns throughout the proposed structure as well as through the campus of the Project master development must be thoroughly investigated.
5. Evaluate renewable energy options such as solar (proposal must show cost options with and without solar) for use in lighting and powering equipment in the garage and throughout the project.
6. The roof design should take into consideration the view of the garage roof seen from neighboring condominiums. The Developer may consider uses of the roof area other than just for parking (i.e. Tiki bar, solar panels etc.).

7. Appropriate signage and graphics shall be provided to clearly define wayfinding, operational information, access and egress, emergency and safety information, and any other information necessary for the operation of the garage.
8. Innovative solutions to the handling of solid waste generated by the garage, as well as the future commercial uses. However, each commercial venture in the master planned project must provide space for storing and transferring its solid waste generated within its own building.
9. The incorporation of charging stations for electric vehicles may be incorporated into the design of the parking garage. Charging stations are likely to be located on the lower floors and may be charged a fee for such service. Designated spaces shall be clearly identified to encourage use by eco-friendly vehicles.
10. The use of public art may be considered in the design of the garage, both in its exterior and interior. The Developer may wish to draw ideas from the City's recently constructed pier garage structure to maintain and expand the Marine theme.

E. Project Design/Development Concept/Delivery

The City's desire is to provide a new parking garage of 700 to 750 parking spaces and future building pads for commercial uses that provide an enhancement and service to the public utilizing the public beach and surrounding amenities that are compatible with the goals and objectives of the City's Comprehensive Plan and of the CRA Redevelopment Plan. In addition, the project must be sympathetic to the surrounding neighborhood, as well as the Pompano Fishing Village project east of the P3 Project. The style of the parking garage and its surrounding buildings should be compatible with the surrounding neighborhoods and buildings.

1. The parking garage will be situated on three (3) public streets: State Road A1A, Riverside Drive and a new public street traversing through the Project that connects the other two aforementioned streets. The successful team's design will allow retail and hotel opportunities to be integrated into project design. The hotel and retail area(s) may be in close proximity to or incorporated as part of the garage footprint, which will be identified in the design criteria in the Step 2 RFQ. It is expected these retail areas may wrap the garage where feasible and front the major streets, but garage facade features are important to these commercial spaces and to the public where retail does not wrap the garage. The successful garage development team must work closely with the community as well as the City and CRA to assure the garage, commercial and hotel facilities integrate successfully. The successful proposer will be expected to make presentations to the public at large, advisory committees, the CRA Board and the City Commission, as deemed necessary.

2. The parking garage's type of construction and operation that must be analyzed by the successful Proposer is either a traditional precast concrete or poured-in-place concrete structure with speed ramps or a hybrid incorporating automated and conventional garage floor components. It is anticipated that the ground floor would contain easily accessible handicap spaces for both vans and automobiles. The Proposer must analyze the system options for construction costs, operational costs, and maintenance costs, performance and reliability. The systems recommended by the successful proposer must also satisfy the City's need for parking supply capacity.
3. The project must meet all applicable State of Florida and local Building Codes (latest edition).
4. The project must meet all applicable Development Review Committee (DRC), Planning and Zoning (P&Z), and Architectural Advisory Committee (AAC) requirements as well as City's Engineering, Parking, Fire, Police, Building Department, etc., requirements.
5. This is a time sensitive project. The firm must be able to deliver the parking garage and site in a very timely fashion, which will be described in the Scope of Services of Step 2. The City will impose liquidated damages of up to \$1,000 per day for failure to deliver on time, except when delays are not directly caused by the firm's negligence or lack of planning. A bonus for early delivery will be considered. The City's delivery goal is for the garage to open by early summer 2021. A more specific time period will be discussed in the Step 2 RFP.

III. Local Business Program

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

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

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

current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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

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

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

The required goal for this RFQ 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 as **Exhibit A.1**.

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

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

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Qualifications (RFQ). 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.

IV. Team Submittal Information, Requirements and Experience for Step 1

Team Experience

The City's goal is to hire an experienced and highly competent P3 team to provide all identified services and successfully complete the project. Proposer must clearly demonstrate the experience of their Team and background to document the capacity to successfully complete the project for the CITY.

Financial Capabilities

The City's goal is to hire a team with sufficient financial resources to complete the project without delays. Proposers must provide sufficient information to verify the team contractors have the financial capacity to secure both bonding and financing adequate to construct the project. Performance and Payment bonds, written on the City's forms, shall be submitted with the executed contract by the Proposer receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award.

Required Proposal Submittal

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:

(a) Title page

Show the project name and number, the name of the lead Master Developer proposer's firm, address, telephone number, name of contact person and the date.

(b) Table of Contents

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

(c) Letter of Qualifications

A Letter of Qualifications, signed by an authorized representative of the lead Proposer, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. (Maximum 4 pages, 8.5" x 11" single sided.) In the letter, include:

- Letter of Qualifications must be signed by the corporate name of the lead Proposer responding;
- Corporate names of each team member's firm who are responding with the lead Proposer, which may be an exhibit to the Letter of Qualifications together with the information requested below;
- Applicable Federal Tax Identification Numbers of all firms; addresses of all firms; telephone, email, and fax numbers of all firms; and,
- Name, title, and email of one person of the lead Master Developer firm to contact regarding the Proposer's submission of all firms

(d) Understanding of the Project

Written understanding of the project needs and how your team intends to apply this information to the benefit of the City and the community. Provide your understanding of the responsibilities of a master developer for this project as well as the key team members that will be necessary to ensure successful project delivery, operations and maintenance, as well as your understanding of the definition of a P3 as it is presented in this RFQ. (Maximum 6 pages, 8.5" x 11", single sided).

(e) Coordination

Describe ability to coordinate and successfully complete the Project by the Master Developer's team (maximum 3 pages, 8.5" x 11" single sided). Since the Proposer may be a collection of firms, including the lead Master Developer, it is vitally important to describe how communication between the members are accomplished and what software will be utilized to enhance the communication.

(f) Unique Capabilities

Identify any additional or unique resources, options, ideas, capabilities or assets which the Proposer would bring to this project. (Maximum 2 pages, 8.5" x 11" single sided.)

(g) Technical Approach

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls. Make reference of the software being utilized and whether the software may be shared with the City. (Maximum 7 pages, 8.5" x 11" single sided.)

(h) Financing

Specifically discuss the team member who will be providing the financing for the project, discussing access to capital and source of such (i.e. equity, investor,

financial institution or a combination thereof). Also, discuss the propensity for the Master Developer to accept all or any component of risk for the financing obligation (100%, 50%, 0% etc.) and what general parameters might be considered in this regard. In the event the successful Proposer requires that the City guarantee the financing for the garage and surrounding infrastructure, the City's commitment for repaying such obligation may be restricted to "subject to annual appropriation" terms, whereby the City enters into a subject to annual appropriation lease payment arrangement with an initial one year lease term, with successive annual lease periods up to the maximum financing term period (i.e. City leases garage and surrounding infrastructure site to obligor and obligor leases site and garage/infrastructure back to City and City makes annual lease payments, subject to annual appropriation). Proposers should indicate their propensity to agree to such terms. (Maximum 3 pages, 8.5" x 11" single sided).

The financing information for the commercial development component, occurring later than and different from the garage and infrastructure, may be described more generally, since the Property is not currently zoned for commercial development and because financing may be different from master development financing. But in the minimum discussion concerning financing commercial development should be included in the RFQ including the following: provide projects that your real estate developer team member has successfully financed and institutions which financed such projects.

(i) Schedule

Proposed preliminary development schedule including the following events: RFQ (Step 1) and RFP (Step 2) procurement, development agreement preparation, negotiation and City approval, schematic architectural and engineering design, design development phase, permit drawing phase, outside government agency(ies) permitting phase, City permitting phase, land use and zoning amendment phase (as applicable), financing phase, numerous key construction phases, construction close-out phase, certificate of occupancy, warranty phase, maintenance phase, and operating phase. Time and phasing should be accounted for the City achieving a land use change and a zoning district change for the project site. The infrastructure and garage should precede the private development phase since the land use and zoning changes requires approximately two years to achieve. Project should be divided into parts such as the constructing the site development and public infrastructure, constructing the public garage and its liners, if any, the preparation of private real estate development sites for uses such as a hotel, retail or other use and the actual development timeline for such commercial uses (as applicable). (Maximum 3 pages, 8.5" x 11" single sided; 11" x 17" fold out single sided alternative.) Please note: the purpose of requesting a preliminary schedule is to ask the Proposer to exhibit its talent in scheduling including exhibiting its command of scheduling software, even in this early phase of the Project.

(j) Licensure: Copy of State of Florida General Contracting Licenses, Mortgage Banking Licenses, Real Estate Licenses, Architectural Licenses, Engineering Licenses, and Other Key Licenses

Provide copies of applicable license(s) of all team member(s). The licenses may be organized in one section of the appendix or may be presented in each team member section of the proposal in paragraphs (k)-(o).

(k) Organizational Chart and Experience Matrix

Specifically identify the management plan of how your P3 team is organized and is going to manage the Project. Provide for easy reference an organizational graphical chart for the Master Developer's team that describes the management plan. Use of footnotes is acceptable. The proposer must describe at a minimum the basic approach to all of the elements of the project in a brief narrative, as well as in an organizational graphic chart, including a reporting hierarchy of staff, team members, and sub-consultants. Identify the individual(s) responsible for the coordination of separate components of the scope of services in the matrix. Identify software being utilized for the communication between partners, key staff, subcontractors, and others. As requested below for team members, list in a separate experience matrix each team member including their office location, the names and titles of partners and their key personnel, specific projects that team members have worked on, including location, dates of completion of projects, size of projects in US, size (dollars and square footage), building heights, the key consultants (architect, landscape architect, designer, etc.), and other pertinent information to this RFQ.

The information about each member of your team may be provided in more detail in each of the Statement of Skills and Experience listed below in paragraphs (k)-(o) in order to make the graphical chart more readable. (Maximum 8 pages, 8.5" x 11" single sided; 11" x 17" fold out permitted.) Information in this paragraph need not be repeated in other paragraphs requesting the same information. Please note that the definition of a P3 may vary from professional to professional or organization to organization. You may wish to define a P3 as you understand it to be, as requested in (d) above.

(l) Statement of Skills and Experience of the Master Developer (Lead Firm) member of the Project Team

The Master Developer, as the lead firm, is in charge of coordinating and completing the Project's work on schedule and within budget and is obligated to supervise and have its DBFOM team members perform their portion of the work as well. The Master Developer must provide a background and explanation of its qualifications for this type of P3 project, including experience in working on and leading a P3 or master development project. Provide at least three examples of leading a master development or P3 project located in the USA or internationally

that it has been successfully completed within the past five years. Identify very briefly the lead Master Developer's prime consultants and sub-members, such as architects and engineers, general contractors, specialty contractors, finance members, real estate developers of private buildings, garage contractors or lead sub-contractor, property maintenance members, and facility operating members of public garages. Proposer may use projects in which a governmental entity managed and operated a public garage in lieu of a private sector operator managing a garage. In addition, Proposers may use non-P3 examples, if they resemble similar aspects of a P3, such as a mixed-use development that includes similar uses to this Project. List the Master Developers' team members by name, work product, and other details that the Proposer feels is important to make their case in each example. The Proposer may also utilize an experience matrix to present their information (Maximum 6 pages, 8.5" x 11" single sided, photographs of personnel and projects optional). If the Master Developer intends to include other real estate developers which can be identified at the time of this RFQ submittal, such as a hotel developer or retail developer, add the real estate developer to the list in this section and provide similar information requested of the Master Developer. The City will be flexible in the substitution of real estate developer team members at a later time, since the property is not currently zoned for commercial development and several years may be required to achieve the opportunity. State whether the Master Developer may also be the real estate developer team member on one or more of the commercial projects contemplated.

(m) Statement of Skills and Experience of the Design-Build Members of the DBFOM Team

Provide a background and explanation of qualifications for this particular type of P3 project (mixed-use) as related to key members of the Design-Build team members. Experience in working on a P3 must be described as well as acting in lead role as a design-build contractor. In particular, describe experience as a garage design-build contractor; include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, other team members, and other resources anticipated to be utilized for this project. Name specific projects successfully completed within the past five years where the Design-Build team members have performed similar projects previously. List experience of any team member or proposed sub-contractor who has experience in constructing automated garages. (Maximum 6 pages, 8.5" x 11" single sided, photographs of personnel and projects optional.)

(n) Statement of Skills and Experience of Financing Member of the DBFOM Team

Provide corporate background and explanation of qualifications for financing a P3 or master development project and/or components of the P3 including infrastructure, parking garages, and private development of commercial

properties such a hotel and retail or other (mixed-use). Specifically describe experience as the prime provider of short term and long-term equity and debt. The financing member may be banks, mezzanine equity and debt lenders, private capital providers, insurance companies or other types of capital lenders. State at least three examples of financing, either equity and/or debt, for projects completed in the past five years. Include the project's description, location, size, cost of capital, uses, date of completion, and other relevant information such as well as other key members of their project team; i.e., additional personnel, sub-consultants, and other resources anticipated to be utilized for this project. (Maximum 6 pages, 8.5" x 11" single sided, photographs of personnel and projects optional.)

(o) Statement of Skills and Experience of Maintenance Members of the DBFOM Team

Provide brief corporate background and explanation of qualifications of maintenance and property management of public facilities and garages, grounds, and other facilities, including the privately-owned real estate buildings such as a hotel, retail, or other uses in a P3 or master development project. Also provide experience with non-P3 development of public and private properties such as a mixed-use center with a public or private garage. The Maintenance member may be a property management firm, a developer with a large property management division, and other variations found in the real estate marketplace in the USA or internationally. State at least three examples, successfully completed within the last five years, of maintaining public or privately-owned facilities and include the project description, location, size, uses, date of completion, and other relevant information such as listing other key members of their maintenance and property management project team; i.e., additional personnel, sub-consultants, branch office. (Maximum 5 pages, 8.5" x 11" single sided, photographs of personnel and projects optional.)

(p) Statement of Skills and Experience of Operating Members of the DBFOM Team

Provide a brief corporate background and explanation of qualifications of operating members for operating and managing publicly owned garages and managing and operating a master planned development whose maintenance association provides funds for maintaining the exterior areas of the project including landscaping, lighting, irrigation, signage, cleaning surfaces of walkways and roadways. It is assumed that each private development such as a hotel or retail center will maintain parts of its own grounds such as a hotel pool or a roof garden on top of a commercial building. The Operating member may be a parking garage management company, a developer with a large property management division, or other variation found in the real estate and municipal facilities management marketplace. State at least three examples, successfully completed within the past five years, of operating public and/or private facilities and include

the project description, location, size of contract, uses, date of management, and other relevant information such as listing other key members of their operating project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. (Maximum 5 pages, 8.5" x 11" single sided, photographs of projects optional.)

(q) Resumes of Key Personnel

Provide resumes for only key project team members and their associated P3 or master development experience, their infrastructure and garage experience, their private real estate development experience within the last 5 years. The resumes may be inserted into the sections, Paragraphs (l)-(p) above, describing each entity's experience. (Maximum 2 pages per individual, 8.5 x 11 single sided, photographs optional.)

(r) References

Provide references (no more than 3 from each key team member's company) of P3 or master development projects, which may include public or private garages, preferably of similar size and scope, designed and/or constructed by key team members. It is important that the successful team include members from the design and construction fields with garage experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the referenced project. Letters from the references are not required, only a list of references. (Maximum 1 page, 8.5" x 11", per project reference.)

(s) Bonding Capacity

State the bonding capacity of each team member such as the lead member or the general contractor, or other members. Provide examples of surety companies that have issued Performance and Payment bonds for others on your team. Name 3 projects, the surety company and amounts covered.

(t) Litigation

Disclose any litigation within the past five (5) years arising out of any team member's performance, including status and outcome. List this information in a separate section in the appendix.

(u) Office Locations

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at both the home office and the existing or contemplated project site office. It is acceptable to state that the project site office will be at the Project site. It is mandatory to list the offices of the Master Developer and its key P3 firms listed in paragraphs (l)–(p). If firms are situated outside the local area, which is defined as 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.

(v) Waste Management

Provide Proposer's experience with waste management of a mixed-use development in which there exists food and beverage operations, retailing, and other uses that generate a great deal of wet and dry waste. Provide in this RFQ a brief explanation of how the Proposer would handle the collection and disposal of solid waste as well as the maintenance of a solid waste facility on premises. Indicate experience in dealing with new technology of managing waste. Solid waste collection is an important issue in urban, mixed-use projects. Name a solid waste consultant if you intend to add one to the team.

(w) Solar and Renewable Energy Generated Electricity

Provide Proposer's experience with construction, maintenance and operating rooftop solar energy or other forms of electricity generation for the purpose of reducing electrical costs for lighting both public and private buildings. Provide examples of projects. Note this is just an option being contemplated by the City with cost considerations to be contemplated.

(x) Internet, Phone and Cable Service

Provide Proposer's experience with construction of infrastructure for internet, phone and TV. Provide examples of projects and the name of the internet, phone and cable service providers. Internet is extremely important to use in a garage with equipment requiring internet connections.

(y) Rooftop Facilities and Gardens

Provide Proposer's experience with the construction and management of rooftop facilities and gardens for buildings such as hotels, garages, and retail buildings. Provide ideas that this P3 project should consider as an enhancement of owner revenues and public enjoyment.

(z) Minority Business Enterprises

It is the intent of the City of Pompano Beach to encourage minority and women-owned firms to participate in the process and development. The methods by which this is accomplished should be presented in their submissions. When listing the name of all companies as requested above, indicate if the company is a minority Business Enterprise and the governmental entity has certified the firm.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit E and attach certificates.

(aa) Local Businesses

Completed Local Business program forms, Exhibits A-D, if applicable.

(bb) Acknowledgement of all Addenda issued

Please acknowledge the receipt of all addenda issued by the CITY. Only the Lead Developer need reply.

(cc) City Forms

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed MBE and Local Business forms.

V. 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

AUTOMOBILE LIABILITY:

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

XX comprehensive form

XX owned

XX hired

XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

___ umbrella bodily injury and
 property damage
 combined

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(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.

(4) Contractor will be required to carry builder's risk insurance.

CYBER LIABILITY

Per Occurrence Aggregate

___ * 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.

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 for Step 1

A Selection/Evaluation Committee will be appointed to select the most qualified P3 Team. The Selection/Evaluation Committee will then present their findings to the City Commission and upon their approval, establish a short list for continuation to Step 2 of the RFP process.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity: a. Number of projects of similar nature and complexity b. References from past projects performed by the firm	0-30
2. Qualifications of personnel including sub consultants: a. Organizational chart for project – Number of technical staff b. Qualifications of technical staff: (1) Licensed staff assigned to the project (2) Education and experience of staff on similar projects	0-20
3. Capability of team to perform a. Financial strength b. History of delivery on time and on budget c. Litigation in the past 5 years arising out of firm's performance	0-10
4. Technical approach to perform the tasks described in the Scope of Services and project understanding a. Level of effort b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-35
5. Is the firm a certified minority business enterprise as defined by the	0-5

Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)

Total

0-100

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

NOTE:

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

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

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

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

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

VI. Terms and Conditions

A. 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.

B. 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.

C. Retention of Records and Right to Access

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

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

D. 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.

E. 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.

F. 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.

G. 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.

H. Contract Terms

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

The contract shall include as a minimum, the entirety of this RFQ 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.

I. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFQ, 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.

J. Survivorship Rights

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

K. Termination

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

Should either party fail to perform any of its obligations under the contract resulting from this RFQ 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.

L. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFQ 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 RFQ 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.

M. Acceptance Period

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

N. RFQ Conditions and Provisions

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

Exceptions or deviations to this solicitation may not be added after the submittal date.

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

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

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

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

O. Standard Provisions

1. Governing Law

Any agreement resulting from this RFQ 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. 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 RFQ. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

8. 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.

9. 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. One exception is the identification of real estate developers or users for the commercial development.

10. 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.

11. Public Records Master Developer and its Team Members and their Consultants and Sub-Contractors (herein called Contractor)

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

12. Questions and Communication

All questions regarding the RFQ 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 RFQ solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

13. 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 RFQ 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 RFQ solicitation in the eBid System.

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): _____

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.

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

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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.

EXHIBIT A
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

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

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

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

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

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

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

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

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local

Subcontractor(s) during the reporting period.

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

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

RFQ 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:

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

EXHIBIT C
LOCAL BUSINESS UNAVAILABILITY FORM

RFQ # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES 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.

EXHIBIT D
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RFQ # _____

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 percentage of work.

LOCAL BUSINESS EXHIBIT "D" – Page 2

Local Business

% of Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. Other comments: _____

REQUESTED INFORMATION BELOW IS ON THE MINORITY BUSINESS ENTERPRISE PARTICIPATION FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND UPLOAD COMPLETED FORM TO THE EBID SYSTEM

EXHIBIT E
MINORITY BUSINESS ENTERPRISE PARTICIPATION
RFQ # _____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed with your electronic submittal.

Name of Firm	Certificate Included?