



Florida's Warmest Welcome

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR PROPOSALS
P-32-19**

**MLK SALE/LEASE
COMMERCIAL SPACE
Northwest Community Redevelopment District**

**RFP OPENING: June 27, 2019, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

May 12, 2019

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

REQUEST FOR PROPOSALS
P-32-19

MLK SALE/LEASE COMMERCIAL SPACE
Northwest Community Redevelopment District

The Pompano Beach Community Redevelopment Agency ("CRA") invites qualified individuals or commercial businesses to submit a proposal to operate their business in the renovated building located at 737 Dr. Martin Luther King Boulevard in the Northwest CRA District of the City of Pompano Beach.

The CRA will receive sealed bids until **2:00 P.M. (local) June 27, 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.

Proposer must be registered on the City of Pompano Beach (City) 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 CRA is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A List of Proposers will be read aloud in a public forum.

Introduction

The CRA is soliciting proposals from qualified individuals or commercial businesses that can provide evidence that they are fully competent and have the necessary staff and financial resources to operate a long-term commercial business at the recently renovated building located at 737 Dr. Martin Luther King Jr. (MLK) Boulevard. The CRA will accept proposals for purchase, lease or lease with option to buy.

The CRA acquired the property in 2013 for \$20,200. Constructed in 1961, the structure includes approximately 1,069 sq. ft. of enclosed commercial building space which was used primarily as office space. The CRA has made substantial improvements completing a "vanilla box" buildout including HVAC, plumbing, electrical, lighting, impact windows and doors, drop ceiling, bathroom with fixtures and landscaping. The space is ready for turnkey commercial business use. If submitting a proposal for a Food and Beverage business, (i.e. restaurant/café/sandwich shop/bakery) please verify the requirements of use at floridahealth.gov – Hygiene Codes and Standards, and if a "grease trap" will be required as specified in the Florida Building Code Chapter 10 and the Pompano Beach Code of Ordinances 51.07 - Use of City Wastewater System to make sure the space will accommodate for a food service business.

A. Scope of Services

The Northwest CRA is vested by the State of Florida pursuant to its powers under Florida Statutes, Chapter 163, Part III, and the Community Redevelopment Act of 1969, as amended with the authority to request proposals for the redevelopment of an area within its district in order to effectuate redevelopment pursuant to the goals and objectives of the CRA Plan.

The Agency exists as a dependent special district in the City of Pompano Beach as a distinct legal entity governed by a Board of Commissioners for the purpose of eliminating slum and blighted conditions within the prescribed geographic boundaries. The City Commission sits as the Board of Commissioners, which constitutes the six (6) member Board. The Northwest CRA district consists of approximately 3,084 acres which represents 22% of the land area of the City.

Empowered by the Community Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions, the CRA has certain powers including the power to buy, sell, assemble, hold, or dispose of property, and has the authority to issue redevelopment bonds and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities.

Use of community redevelopment powers enables the CRA to make public improvements which will encourage and enhance potential private investment and neighborhood stability, prevent continuation of inefficient and incompatible land use patterns and assist revitalization and rehabilitation of older commercial and residential areas.

The intent of the CRA is to solicit proposals for a turn-key commercial business to occupy the recently renovated space located at 737 MLK Boulevard. The property is being offered for a commercial business which can provide the financial capability to sustain a long-term business model for purchase of or enter into a long-term lease of the property.

The CRA will consider all submittals for a commercial business use which has proven experience, the financial resources and the professional expertise to operate and sustain a long-term business model for this recently renovated space.

Factors the CRA will use in judging the proposals include, but are not limited to, the proposer's experience, proposed business model and financing capability to sustain a long-term business use.

Please Note: End user must pay Ad Valorem taxes; therefore, proposals received from not for profit or tax exempt organizations for the purchase of the property will not be accepted.

The Property being offered for sale or lease is shown in **Exhibit "A"** from the Broward County Property Appraiser property detail (folio 4842 35 28 0260). Approximately 1,069 Sq. Ft. of enclosed commercial space – Total area space 2,019 Sq. Ft.

An appraisal of the property has been included as **Exhibit "B"**.

For permitted uses refer to **Exhibit “C”** Article 4 of the City of Pompano Beach Zoning Code Use Standards.

B. Task/Deliverables

- 1) Provide a business plan; include the operations of a commercial business, business references, and staff members with appropriate expertise to maintain the business as proposed.
- 2) Provide documentation indicating the ability to secure financing for the purchase, lease or lease to own of the building. Indicate the financing structure contemplated and equity position. If financing the purchase, evidence of funding commitment (i.e. bank letter of intent) for the full amount must be submitted with the proposal.
- 3) Provide rendering, floor/site plan for space use and cost associated for buildout of the space.
- 4) Terms of purchase/lease - proposed purchase price OR terms of lease including monthly lease payment, percentage of annual increase in lease, common area maintenance etc. (This is to be business owner occupied and will require an Agreement with the CRA for commercial business use as proposed)

The CRA will consider the Proposer's financial capacity and strength. The submittal shall include documentation indicating the ability to secure financing for the purchase, lease or lease to own of the building. Indicate the financing structure contemplated for this project and equity position. If proposer will be financing the purchase of building, evidence of funding commitment (i.e. bank letter of intent) for the full amount of the proposed purchase price must be submitted with proposal.

Purchase/Lease of Property

Upon the CRA Board's acceptance of a Proposal, the successful proposer shall enter into a Purchase or Lease Agreement for the Property which shall be prepared by the CRA Attorney.

1. If leasing, specify the cost and terms of a lease (annual lease amount/annual increase/terms) associated with a Lease. A Lease with the CRA will be for a term of no less than five (5) years and no more than twenty (20) years.
2. If purchasing the property, the purchaser will be required to enter a Purchase Agreement with the CRA outlining the terms of the sale and purchase.

Sale, Lease; Rejection. The property will be sold or leased as is and to the best qualified respondent, based on the terms and conditions herein stated. The CRA reserves the right to reject any and all terms as submitted. If the highest and best proposer fails to complete purchase or enter into a lease Agreement with the CRA by the closing deadline, the CRA reserves the right to contact the second highest, qualified proposer to enter into a purchase contract or lease Agreement for the property. The CRA reserves the right to make the sole determination of proposer responsiveness and responsibility. Investigation by the CRA to evaluate proposals submitted may include evaluation of financial stability of the proposer, business model and investigation of other factors relating to proposer's capacity to fulfill the purchase contract or lease. The CRA reserves the right to request to review a proposer's audited financial statement, bank references, and other business references. Proposers must demonstrate that they have sufficient capacity to fulfill the purchase contract or lease requirements. If proposer will be financing the purchase evidence (i.e. bank letter of intent) of funding commitment for full amount of the proposal must be submitted with this RFP.

C. Submission/Format Requirements

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

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

1. Letter of Transmittal

A general introduction statement identifying the party responding to this RFP and its commitment to the project and an acknowledgement letter shall be signed by the Proposer and attached.

2. Business Information/Qualifications

- A. Business Information: Include Business name, address, telephone and fax numbers; ownership/organizational structure; parent company (if applicable); officers and principals. If the Proposer intends to create a separate entity solely for the purpose of developing the proposed project, then each partner, stockholder or member should describe their respective legal organizational structure.
- B. Description of key personnel including: Principal(s) in charge; designated manager and staff, and all other key personnel. Provide an organizational chart identifying all key personnel who will be participating in the business.
- C. Experience of Proposer relevant to this proposal including similar businesses operated, managed or employed by. Describe the business operated, managed or employed by and include the date, location and operations budget. If available, provide pictures and details on the business
- D. Felony Indictments/Convictions: Provide a statement relative to whether any of the "Principals" referred to above have ever been indicted for, or convicted of, a felony.
- E. Litigation History: List any litigation matter in the past five (5) years involving any projects or key personnel.
- F. References: Provide references based upon past business operations, management or employment.

3. Financial Qualifications and Capability

- A. Proposer must submit three (3) years of externally audited or reviewed financial statements. If the statements are compiled and not reviewed or audited, they must be accompanied by a binding letter of commitment from a bank or lender in support of financing the project.
- B. Proposers must provide proof that they have secured funding for this project and indicate how the project will be financed. Financial capacity can be demonstrated through the Proposer's ability and/or experience with syndication, fund raising, development deal making, capital investments, debt capacity, and other

financing mechanisms. The Proposer is encouraged to submit commitment letters from financial institutions as proof of financial strength.

- C. Additional Considerations: Identify any additional or unique resources, capabilities or assets which the Proposer would bring to this project.
- D. Reviewed and Audited Financial Statement:
Must be marked “CONFIDENTIAL” and uploaded separately from proposal.

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

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The CRA reserves the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

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

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

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

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

Failure to provide two (2) or more of the documents listed above may result in disqualification of the proposal.

4. Business Overview/Buildout Concept

- A. A general overview of the proposed business model for the location, including but not limited to: Proposer’s analysis of the business operations;

renderings/floor plan of the proposed buildout of the space. Impact anticipated and compatibility with adjacent properties.

- B. The Proposer must submit an illustrative floor plan and layout of the interior and rendering of the business operation or measurable scale. In addition, the Proposer should reduce the floor plan to a format measuring 8 ½" by 11" or 11" by 17" for ease of review. Proposers do not need to submit display boards (24" by 36") with proposal submittals; display boards will be required at presentations if necessary.
- C. The Proposer must submit a proposed development schedule showing all appropriate milestones including periods for purchase or lease and development agreement negotiations, Site Plan approval, closing, construction and date of occupancy. If the project is to be developed in phases, then the time schedule should reflect the phases as well.

5. Fiscal Impact

- A. Purchase or Lease Price - Identify the purchase or lease price and financial structure proposed. A firm purchase or lease price are required.
- B. The Proposer must submit a total project cost analysis for purchase or lease payments, tenant improvement costs, architectural and engineering costs, marketing costs, financing costs, and any other significant costs.
- C. Estimate the fiscal impact of the project.
- D. Provide information on the number and types of job generation expected upon opening.

6. Additional Considerations

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

City Forms:

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

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

Insurance (Required only if leasing the building)

PROPOSER, if leasing the premises shall not commence operations of 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.

PROPOSER is responsible to deliver to the CITY and CRA 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 AND CRA 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 PROPOSER, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by PROPOSER under this Agreement.

Throughout the term of this Agreement, PROPOSER 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. PROPOSER 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 and the Pompano Beach CRA as an additional insured as CITY's and CRA'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
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
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XX * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY	Per Occurrence	Aggregate
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___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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___ 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 AND CRA 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 or CRA.

F. Waiver of Subrogation. PROPOSER hereby waives any and all right of subrogation against the CITY and CRA, 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 PROPOSER 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 PROPOSER enter into such an agreement on a pre-loss basis.

GENERAL INFORMATION

- A. No Proposals will be accepted after the Closing Date, and no modifications to those proposals already submitted will be permitted prior to selection, except in those cases where the CRA requests more information for clarification and/or enhancement purposes from all of the Proposers.
- B. The CRA reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any proposal requirements, informalities or deficiencies, in any proposal if such action is deemed by the CRA not to be in the best interest of the project.
- C. By submitting a Proposal, interested proposers warrant, represent and declare:
 - a. That the only person(s) designated as principal(s) is (are) named therein and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the contract to be entered into.

- b. The Proposer shall be precluded from assigning, transferring, conveying, subletting or otherwise disposing of its purchase or lease contract rights without prior written consent of the CRA.
- c. All proposals shall become the property of the CRA and be a part of the public record. All materials submitted with proposal become the property of the CRA. The CRA have the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the Proposal does not affect this right.
- d. That the Proposal is made in good faith without collusion or fraud.

REJECTION OR DISQUALIFICATION OF PROPOSALS

The CRA may reject or disqualify a proposal under any of the following circumstances:

- A. The Proposer misstates or conceals any material fact in the proposal.
- B. The proposal does not strictly conform to applicable laws or any requirements of this RFP.
- C. The proposal does not include documents, certificates, affidavits, acknowledgements or other information required by the RFP.
- D. The proposal has not been executed by the Proposer through or by an authorized officer or representative of the Proposer or Proposer's team.
- E. The Proposer fails to comply with all provisions, requirements and prohibitions binding on all proposers as herein set forth or fails to comply with applicable law.
- F. The Proposer fails to acknowledge receipt of any formal addenda that materially changes the terms or conditions.

The CRA reserves the right to reject all proposals and/or re-advertise all or any part of this RFP when it is deemed in the best interest of the CRA to do so as stated in the "Disclosure and Disclaimer" section of this RFP.

MINIMUM REQUIREMENTS AND EVALUATION PROCESS

A. Minimum Requirements

In order for a proposal to be considered, the following minimum requirements must be met:

- Business Experience: Proposed sustainable business model.
- Experience: Not less than five (5) years of employment, management or operations experience.
- Financial Capacity: Provide verification of funding secured for build-out for business and operations for a minimum of three (3) years.
- Representations & Disclosures: Proposer can provide all required representations and disclosures.
- Signature: Proposal is signed by an officer authorized to bind the firm.
- Receipt: Proposal received on or before the due date and time.

B. Evaluation Criteria

Each proposal will be evaluated individually by a selection committee and will be ranked. Proposals must be fully responsive to the requirements described in this RFP, and to any subsequent requests for clarification or additional information made by the CRA through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. The firms that meet the minimum requirements and ranked will be presented to the CRA Board for approval of the rankings.

Each Proposer will be evaluated on the criteria listed below:

	<u>Criteria</u>	<u>Point Range</u>
1	<u>Business Experience:</u> Clearly demonstrate the experience of the Individual and/or Teams background in managing, operating or developing similar business models or projects.	0-30
2	<u>Financial Capabilities:</u> Provide adequate information to verify the business has secured funding and has the financial capacity to fund the project and secure bonding, if necessary for buildout and operations.	0-30
3	<u>Design/Development Concept:</u> Floor plan/rendering for operations	0-25
4	<u>Fiscal Impact:</u> Provides for highest and best use of the location for sale or lease. Provides new jobs or training opportunities for residents of the NWCRA or City of Pompano Beach and identify the economic impact (i.e. estimated taxable value of the property) to the surrounding area.	0-15
	Total	0-100

C. Process

The CRA will establish an RFP Evaluation Committee to evaluate all responsive proposals received by the CRA within the established deadline. The RFP Panel will consist of a minimum of three (3) City employees as voting members. The RFP Panel may also consist of additional City and/or CRA employees and/or members of the community or may also consist of non-voting technical advisors to the Committee.

The RFP Committee, based on the criteria set forth in the RFP, will evaluate proposals received by the CRA which meet the submission requirements of the RFP. The Respondents will be rated and ranked by the voting members of the RFP Committee.

The top ranked Proposers being considered for award may be invited to make an oral presentation of their Proposals. The CRA, at its sole discretion, may also make site visits of Proposer's completed similar projects. Unless requested by the CRA, Proposers will not be permitted to revise their Proposals or submit new Proposals as a result of the

oral presentation or site visits; however, the RFP Panel may reevaluate and re-rank the top-ranked Proposers based on oral presentations, if warranted.

A list of the rankings by the RFP Panel will be forwarded to the CRA Board of Commissioners for its approval. The CRA Board of Commissioners 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 CRA Board.

Negotiations will be held with the highest ranked Proposer. If an agreement cannot be reached with such highest ranked proposer, the CRA will then hold negotiations with the next highest ranked, and so forth, until an agreement can be reached. Once such an agreement is made, the CRA will notify the successful Proposer of the election in writing. All other Respondents will also be notified of the selection.

The CRA intends to award one agreement under this RFP, or cancel any part of or all of the solicitation at its discretion.

Protest Procedures

A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file a protest in accordance with this procedure shall constitute a waiver of said protest. The Procurement Official's final determination of the Proposal that offers the best value or is in the best interest of and/or is most advantageous to the CRA is a final determination that may not be appealed.

DISCLOSURE AND DISCLAIMER

This Request For Proposal (RFP) is being issued by the City of Pompano Beach for the Pompano Beach CRA. As more fully set forth in this RFP, any action taken by the CRA in response to Proposals made pursuant to this RFP, or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, CRA and their advisors.

In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject Proposals from this RFP that are in the best interest of the CRA. In its sole discretion, the CRA may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's

affiliates, officers, directors, shareholders, partners and employees, as requested by the CRA.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, CRA, nor their advisors, provides any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the CRA and its advisors without any warranty or representations, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the CRA, or its advisors, if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City, CRA, or their advisors, that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The CRA shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. The CRA does not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

The CRA reserves the right to select the proposal which, in the opinion and sole discretion of the CRA, will be in the best interest and/or most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may, at its discretion, request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The CRA and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed and delivered by the Proposer and the CRA, and then only pursuant to the terms of the agreements executed by the Proposer and the CRA. All or any responses to this RFP may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA.

WARRANTS & REPRESENTATIONS

The only person(s) designated as principal(s) is (are) named therein and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the contract to be entered into.

The proposal is made in good faith and without collusion or fraud.

The submission of a proposal signifies that the Proposer understands and agrees to all elements of the proposal, and that such proposal may become part of any contract entered into between the CRA and the Proposer.

The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the selection rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the CRA.

All proposals shall become the property of the CRA.

This RFP is for guiding each response; it is not to be construed as an offer by the CRA or their advisors. The contents of this RFP are neither warranted nor guaranteed by the CRA or their advisors.

The selected Proposer agrees that it is required to make a binding commitment to the project and agreed timetable supported by project completion guarantees and penalties for late completion.

All Proposers must disclose with their proposals the name of any officer, director, or agent who is an employee of the CRA, the City or who owns, directly or indirectly, interest of 10% or more in Proposer's firm or any affiliate.

Pursuant to Fla. Stat. 287.133 a person or firm placed on the convicted vendor list maintained by the State of Florida may not submit a proposal to the City and CRA for 36 months following the date of being placed on the list.

The selected Proposer agrees that it does not now, and will not during the term of any agreement resulting from this RFP, employ, pay for services or have any business or legal relationship with any officer, director or employee of the CRA or City.

No-Lobbying Permitted: As to any matter relating to this RFP, any Proposer, team member, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the Mayor/CRA Chair, any CRA/City Commissioner, CRA employees, agents or any other person working on behalf of the CRA on any matter related to or involved with this RFP, including members of any CRA advisory committee.

For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Proposer. This "No-Lobbying Provision" is in effect from the date of publication of the RFP and shall terminate at the time the CRA approves execution of a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

GENERAL TERMS AND CONDITIONS

1. Proposer's Responsibility

This RFP is for guiding preparation of a Proposal; it is not to be construed as an offer by the CRA or its advisors. The contents of this RFP are neither warranted nor guaranteed by the CRA or its advisors and contractors. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach

independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

2. Lobbying Prohibited

As to any matter relating to this RFP, contact by a Proposer, or anyone representing a Proposer, with the Mayor, any City Commissioner, any CRA Board Member, officer, or any City or CRA representative or contractor, or any other person working on behalf of the CRA on any matter related to or involved with this RFP, including a member of any CRA advisory committee, other than the Procurement Official, is grounds for disqualification. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, contractors, lobbyists, or any actual or potential consultant or subcontractor of the Proposer or the Proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the CRA executes a contract, or otherwise takes action which ends the solicitation process for the services under this RFP. This condition does not apply to any communication by the CRA to an existing City or CRA consultant regarding matters other than this RFP.

3. Proposal Costs

Any cost(s) incurred by a Proposer in responding to this RFP is the sole responsibility of the Proposer.

4. No Return of Proposals

All Proposals shall become the property of the CRA and shall not be returned.

5. Ethics Requirements

All Proposers are responsible for educating themselves on the various ethics and conflict of interest provisions of Florida law, Broward County Ethics Ordinance and City Code. No Proposer may employ, directly or indirectly, the Mayor, any member of the City Commission or CRA Board Member or any director or department head of the City or CRA or any member of a CRA advisory committee. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a benefit or profit from any contract entered into with the City or CRA, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Broward County Ethics Commission regarding conflict of interest provisions. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to the Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Consultant

shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

6. Gatekeeper of Documents

This solicitation is issued by the City of Pompano Beach Purchasing Office and shall be the sole distributor of all addendums and/or changes to these documents. The City and the CRA are not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City or CRA and the Proposer should not rely on such sources for information regarding any solicitation issued by the City or the CRA.

7. Public Records; Confidential & Proprietary Information

The CRA and their representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all Proposals and supporting data shall be subject to disclosure as required by such laws. All Proposals shall be submitted in sealed form and shall remain confidential for the period permitted by the Public Records laws. Thereafter, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The CRA reserves the right to make any final determination of the applicability of the Public Records Law. No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the public records law exists and it is cited in the response to the RFP. If a Proposer believes any of the information contained in its Proposal is exempt from the public records law, and then Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the CRA will treat all material received as public records.

8. Ownership of Documents

The CRA shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation and resulting contract, and regardless of whether in paper or electronic format, without payment of any royalties or fees to Proposer. Proposer acknowledges that the CRA's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

9. Non-discrimination

Proposer shall not discriminate against any person or business on the grounds of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

10. Rights and Privileges; No Assignment

The selected proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of

any or all of the rights, titles or interest therein, if any, without prior written consent of the CRA.

11. Unauthorized Aliens

The knowing employment by Proposer or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of the contract awarded under this RFP.

12. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this RFP or resulting contract or work authorizations shall not be made without prior CRA approval.

13. Applicable Laws; Procurement Code

Section 32.28 of the Code of Ordinances of the City of Pompano Beach shall govern this. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.

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.

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 Proposer should submit documentation that evidences the capability to operate a sustainable business model for the Committee's review for short listing purposes. After an initial review of the Proposals, the CRA may invite Proposers for an interview to discuss the proposal and meet the business representative(s), particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City or CRA 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 CRA Board (for their approval) a listing, in ranked order, of no fewer than three businesses deemed to be the most highly qualified to perform the service. If three or less businesses respond to the RFP, the list will contain the ranking of all responses.

The CRA Board 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 CRA Board.

14. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City, CRA and all of their 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 CRA 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, the CRA or any of their officers, agents or employees.

15. Right to Audit

If Leasing, the Proposer'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.

16. Retention of Records and Right to Access

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

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

17. Communications

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

18. 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 CRA.

19. 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 or CRA. 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.

20. 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.

21. Contract Terms

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

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

If the City of Pompano Beach and the CRA 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, proposer agrees to reimburse the City of Pompano Beach or CRA for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

22. Waiver

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

23. Survivorship Rights

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

24. Termination

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

25. Manner of Performance

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

Proposer agrees that the contract or lease resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the CRA 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.

26. Acceptance Period

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

27. RFP Conditions and Provisions

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

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

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

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

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

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

28. Standard Provisions

a. Governing Law

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

b. Licenses

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

c. Conflict of Interest

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

d. Drug Free Workplace

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

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City and the CRA 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 and the CRA from any cost, expense, royalty or damage which the City or the CRA may be

obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

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

h. 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.

i. 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.

j. Public Records

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

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the contract, transfer, at no cost to the City or CRA all public records in possession of the Contractor, or keep and maintain

public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

PUBLIC RECORDS CUSTODIAN

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

**CRA ADMINISTRATOR
100 W. Atlantic Blvd., Suite 276
Pompano Beach, Florida 33060
(954) 786-4611
marsha.carmichael@copbfl.com**

29. Questions and Communication

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

30. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid

System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

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

PROJECT TEAM

RFP NUMBER _____

Federal I.D.# _____

PRIME

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

SUB-CONSULTANT

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

(use attachments if necessary)