



Florida's Warmest Welcome

DESIGN/BUILD REQUEST FOR
PROPOSALS
H-48-11 (STEP 2)

DESIGN/BUILD SERVICES FOR
THE CITY OF POMPANO BEACH
UTILITY FIELD SERVICES COMPLEX

MANDATORY PRE-PROPOSAL MEETING: APRIL 9, 2012, 10:00 A.M.
CITY COMMISSION CHAMBERS CONFERENCE ROOM
100 WEST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA, 33060

RFP OPENING: MAY 14, 2012, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

H-48-11 (STEP 2)

Pursuant to Florida Statutes, Chapter 287.055(2)(g) (Consultants Competitive Negotiations Act), the City of Pompano Beach, Florida invites short listed proposers from the Step 1 process to submit Technical and Price Proposals for:

**DESIGN/BUILD SERVICES FOR THE CITY OF POMPANO BEACH
UTILITY FIELD SERVICES COMPLEX**

It is the intent of the City of Pompano Beach to award a Design/Build (D/B) contract to a pre-qualified Design/Build firm for the services related to the construction of the Utilities Field Services Complex. This project will entail the design and construction for the replacement of an existing operations and administration complex for the Utilities Operations Division of the City of Pompano Beach. The project includes the demolition of existing buildings and surrounding supporting structures. The new buildings will include offices, conference rooms, training space, locker rooms, restrooms, storage and shop areas for various work related activities. Site work will include parking areas for staff as well as City vehicles and equipment. Areas of work will include demolition, earthwork, drainage, utilities, landscaping, irrigation, paving, concrete, vertical structures, electrical, mechanical and any other discipline required to complete the intended scope. The project will be designed as a sustainable building under the current version LEED Certification.

For the purpose of this document, the term “Proposer” means the prime Consultant acting for itself and those individuals, partnerships, firms or corporations comprising the Proposer’s team. The term “proposal” means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

The construction budget (Fixed Limit of Construction Cost (FLCC)) is \$3,000,000 (Design and Construction Cost).

The City is using a Two-Step competitive process for the selection of the successful D/B firm. Under the previous Step 1, the City selected a short list of Design/Build teams that are deemed the best qualified to continue in competition for this project.

This Request for Proposal represents Step 2 of the process where the shortlisted proposers will compete. This Step 2 RFP submittal will include a Technical Proposal demonstrating the approach to the project and a Price Proposal for the total cost of project development.

The City's Selection/Evaluation Committee will conduct an evaluation and recommendation process to evaluate the submittals of the pre-qualified Design/Build firms. Presentations from the short-listed teams will also be scheduled if deemed necessary to assist in the evaluation of proposals. The highest ranked Proposer from the Step 2 process will enter into negotiations for the final terms of the contract. If Contract Negotiations cannot be completed with the highest ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

The City of Pompano Beach reserves the right to accept or reject any or all proposals received and reserves the right to make any award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of The City of Pompano Beach's official file, and will be a matter of public record.

Preliminary site plans and building floor plans are provided within this package. The designs presented in these plans have been developed in association with the City and represent the desired elements of space allocation and configuration. Design/Build teams are encouraged to utilize their design capabilities to deliver unique approaches to the project. However, the proposal must meet certain requirements for space, adjacencies, circulation, finishes, parking, security and other operational requirements of the owner. All Step 2 documents will be posted for download from the City of Pompano Beach website www.mypompanobeach.org for use by the proposers.

The Consultant will be required to ensure that each individual, partnership, firm or corporation that is part of the Proposer's team, by subcontract, will be subject to, and comply with, the contractual requirements.

The basic form of Agreement shall be the City Standard Agreement between Owner and Design/Build Contractor available from the City for review

A. PRE-PROPOSAL MEETING

The City of Pompano Beach will convene a meeting of recipients of this Request for Proposal (RFP) on April 9, 2012, beginning at 10:00 a.m.. The meeting will be held at:

City Commission Chambers
Conference Room
100 West Atlantic Boulevard
Pompano Beach, Florida, 33060

ATTENDANCE AT THIS MEETING IS MANDATORY. Failure by a proposer to attend or be represented at this pre-proposal meeting may disqualify their proposal package at the sole discretion of the City.

The purpose of this meeting is to provide an open forum for The City of Pompano Beach to review the Scope of Services and respond to questions from the RFP recipients on; Scope of Service, RFP requirements, contractual requirements, methods of compensation and other appropriate attachments to the RFP.

Following the Pre-proposal meeting, a tour of the existing facility will be arranged. Any additional access to the site will need to be coordinated through the Purchasing Department.

B. CONTACT INFORMATION

For additional information regarding this solicitation, please contact Ms. Leeta Hardin, General Services Director (954) 786-4098. Proposers shall refrain from contacting members of the selection committee.

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

All addenda will be acknowledged by the recipient's signature and subsequently returned as a part of the Technical Proposal Package when so stated in the addenda.

C. SUBMITTAL FORMAT

The City of Pompano Beach, Florida will receive sealed proposals until 2:00 p.m. (local), May 14, 2012. Proposals will be received at

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

Late submittals, additions, or changes will not be accepted. Submittal packages should be marked on the exterior RFP # H-48-11 STEP 2, DESIGN/BUILD SERVICES for THE CITY OF POMPANO UTILITY FIELD SERVICES COMPLEX

The City of Pompano Beach may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on The City of Pompano Beach's interest and will not affect the price of the Proposal by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8 ½"x11"). Foldout pages may be used, where appropriate, but should be limited to eleven inches by seventeen inches (11"x17"). The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, artwork, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

Submit one (1) original unbound and six (6) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by the Proposer's contractually binding authority. The text size used in the response shall be 11 point or larger.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and Scope of Services to be provided.

All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, improper and/or undated signatures.

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Sub-consultants may appear in more than one proposal.

This Request for Proposal does not commit the City of Pompano Beach or any other public agency to pay any costs incurred by individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

Proposal Format Instructions

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain the following elements to be divided into the sections described below. Since The City of Pompano Beach will expect all proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal.

C.1 TECHNICAL PROPOSAL (Part I)

1. TABLE OF CONTENTS WITH PAGE NUMBERS REFERENCED.
2. STATEMENT OF INTEREST AND INTRODUCTION (Cover Letter)
 - i. The responding Firm (or the lead Firm if sub-consultants are proposed) will provide a letter on letterhead, not exceeding two pages, which serves as a statement of interest, and summary of the proposal.
3. EXPERIENCE AND QUALIFICATIONS OF PROPOSING FIRM AND THE PERSONNEL ASSIGNED TO THIS PROJECT
 - i. Administration and Management (not exceeding 4-pages)
 - a) The Proposer shall provide the description, location and availability of the Proposer's facilities staff and equipment as they currently exist and as they will be employed for the purpose of this contract.
 - b) The Proposer shall include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability, and to maintain schedules; as well as the means of coordination and communication between the organization and The City of Pompano Beach. If applicable, the Proposer shall include a description of its corporate organization and affiliates and explain if and how the affiliates will contribute to this contract.
 - c) The Proposer shall prepare an effective communication plan to keep The City of Pompano Beach's Project Manager informed of all services rendered in the contract. This shall include the preparation of schedules and reports requested and any additional reports the Proposer feels might be needed.
 - d) It is the intent of the City of Pompano Beach to encourage the participation of Small Business Enterprise firms, and Local Business firms, in the procurement process. See later sections of this document for additional information about the SBE and Local Business programs. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

ii. Identification of Key Personnel

- a) The Proposer shall demonstrate that the Project Manager and personnel assigned to this contract possess the required experience to perform the Scope of Services. This shall include, but not be limited to the following:
- b) The Proposer shall explain the roles, functions and responsibilities of the management and administrative staff in terms of how they apply to the activities in the Scope of Services. Resumes for all superiors and other key personnel shall be included.
- c) Names of key personnel as well as those of Sub-Contractor/ Sub-Consultant on the Proposer's team, and the task which each will be assigned on the Proposer's team, as well as a resume for each supervisor proposed.
- d) The Proposer shall demonstrate the working relationship between the Prime Contractor and the remainder of the team. Demonstrate a history of working together as a team on design/build projects and projects of similar scope.
- e) The Proposer is to identify the Project Manager who will remain involved throughout the Contract term.
- f) The Proposer shall include references with the name, address and phone numbers for both the Project Manager and all supervisors and key personnel for previous three (3) years contract or their last three (3) jobs whichever is greater.
- g) The key personnel identified in this Proposal package shall be the personnel who actually perform the work. Any subsequent changes to the personnel submitted with this package must be approved by The City of Pompano Beach.
- h) As a minimum, the Proposal package shall contain the following information for the prime and important sub-consultants and sub-contractors disciplines: Complete name and number of years in business under current name. Addresses of home office and principal office for this project.
- i) The proposer shall include an organizational chart that identifies the team structure and each member's areas of responsibility and time (percentage of hours dedicated to this project).

4. QUALITY

- i. Include a descriptive narrative including illustrative graphics, not exceeding ten pages describing the Proposer's understanding of the Design Criteria and a description of this DESIGN-BUILD CONTRACTOR's design including design, aesthetics, durability, maintainability, spatial flexibility, energy efficiency, and finish levels with specific focus on what will be provided. Discuss Value Management Techniques to be utilized in maintaining the quality of materials and systems and also address product/systems substitutions and value-added to the project. The OWNER may choose to make these commitments contractual.
- ii. Provide a statement specifically listing any points of the proposal that deviate from the requirements of the Design Criteria Package. The narrative should address the reason for the deviation as well as the cost benefit factors to the project. Any item not identified as a deviation from the DCP shall be considered to be contractually in conformance with the DCP.
- iii. The Proposer will provide graphics that illustrate the Firm's approach to building aesthetics. The graphics should provide at a minimum an elevation concept for the building exterior.
- iv. The Proposer shall provide preliminary plans to represent the team's proposed approach to the project. The plans should be detailed enough to represent the scope of the intended construction. Special attention should be paid to identify the distinctions where the proposer's drawings vary from the drawings provided in the Design Criteria Package. At a minimum, provide the following drawings:
 - a) Site Plan
 - b) Site Drainage
 - c) Site Utilities
 - d) Building Floor Plans
 - e) Building Roof Plans
 - f) Building Elevations
 - g) Building Sections (highlighting structural system)
 - h) Finish Schedules for all Floors, Walls and Ceilings
 - i) Additional plans deemed necessary to fully communicate the Proposal
- v. The proposer will provide documentation for the approach to achieve LEED certification for the Project.
 - a) Identify LEED AP Professionals
 - b) Provide a LEED narrative of the approach to the Project
 - c) Provide a LEED scorecard to identify the points for pursuit.

5. TIME OF PERFORMANCE

- i. Provide a narrative to describe the sequencing of key activities so as to insure the success of the project. The narrative (not to exceed five pages) shall discuss the critical project activities affecting schedule compliance, including but not limited to: permitting, critical decision making, long-lead system selection and procurement, project tracking activities, project controls and means of correction, sales tax savings program implementation.
- ii. The document will specifically identify the duration of the following phases
 - a) Design Phase through permitting
 - b) Construction Phase through Final Completion.
 - c) Total Project Duration (Sum of a&b)
- iii. The Proposer shall provide an overall CPM-type schedule of project work tasks and durations with a Project start date of June 1, 2012 (the actual start date will be adjusted to reflect the date of Notice to Proceed). A Gantt chart shall illustrate key project milestones and impact of project permitting activities. The schedule shall include interim design milestone activities for 30%, 60%, 90% and 100% design completion, "Substantial Completion" and "Final Completion". Provide a 14 Calendar day City review period at the end of each progress submittal. This schedule shall become contractual with the start date being adjusted to reflect the actual notice to proceed, and the number of calendar days and sequence of activities being used to reflect the Construction schedule adjusted for the actual OWNER's Construction Notice to Proceed. Please note the requirement that the project be phased to accommodate on-going operations of the department.
- iv. The schedule submitted, pending negotiations, will become a part of the Contractual Obligations of the Proposer. Liquidated Damages will be assessed in the amount of \$200 per day for unexcused time delays beyond the agreed upon time for project delivery.

6. CITY FORMS

Return all RFP pages, initialed where indicated.

C.2 COST PROPOSAL FORM (Part II)

The Proposer will prepare the cost tabulation (Proposal Form) that clearly identifies a Lump Sum Cost for the project as a single line item.

The Lump Sum Cost will be broken down to allow the evaluators to understand assignment of cost for all work necessary to complete the project. The Cost Breakdown will utilize the CSI format of specification division to assign cost. The Proposer will also provide as a separate item, the cost assigned for Architectural/Engineering Services

The Cost Proposal will also provide a cost for the Bid Alternates described in the Design Criteria Documents.

A list of Sales Tax Savings items will be provided such that the project can achieve a tax savings credit to the City. Note: The value of sales tax shall be included in the Lump Sum Cost and sales tax will be deducted from the Contract Sum by Change Order as material purchase orders are issued.

D. SMALL BUSINESS ENTERPRISE PROGRAM

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

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

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

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located in this RFP document, and all Proposers must return the SBE forms in order to be considered for evaluation purposes.

E. LOCAL BUSINESS PROGRAM

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the RFP.

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. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program.

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

F. SELECTION/EVALUATION PROCESS

A Selection/Evaluation Committee, herein referred to as the “Committee”, will review and evaluate each proposal submitted in response to this Request for Proposal (RFP).

The City of Pompano Beach will distribute to each member of the Committee a copy of each technical proposal. At the option of the Committee, separate oral presentations will be scheduled with the Proposers.

The committee members will evaluate the proposals on the criteria established in the section below entitled “Criteria for Evaluation” in order to assure that proposals are uniformly rated. The Committee will assign points, utilizing the technical evaluation criteria identified herein.

During the process of evaluation, The City of Pompano Beach will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

The Selection/Evaluation Committee will present their ranking of respondents to the City Commission for approval.

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.

The highest ranked Proposer from the Step 2 process as approved by the City Commission will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

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

G. CRITERIA FOR EVALUATION

Proposals will be evaluated and graded in accordance with the criteria detailed below:

Project Approach - 5 Points

The scoring for this Category will be based on the management and personnel that will best allow the Proposer to deliver a high quality project to the City. Included in this Category is the City's evaluation of the Proposer's commitment to the SBE and Local Business Programs.

Quality- 25 Points

The scoring for this Category will judge the Quality of the project specific design that the Proposer has presented to the City. It will be judged based on aesthetics, durability, maintainability, spatial flexibility, energy efficiency, finish levels, etc.

Time of Performance - 10 Points

The scoring for this Category will be based on the schedule information submitted by the Proposers. The score will be based on the fastest reasonable schedule that will benefit the City. The schedule will be evaluated for a good understanding of the time requirements of various schedule tasks. While the shortest durations are desirable, schedules that are phased in such a way to create the least impact to City operations will be judged favorably.

Project Value - 25 Points

The scoring for this Category will be based on the Cost Proposal but will reflect the subjective judgments of the Committee reflecting the relative value of the Proposals. This category allows the Committee to award higher scores to Proposals that represent a good value for the City even if they are not the lowest total cost. Examples of design improvements might include better durability, longer warranties, better efficiency, lower life cycle costs, etc.

Cost Proposal - 35 Points

The scoring for this Category will be a straight calculation of points based on the Lump Sum Costs of Proposal. The allocated points are described in the scoring table that follows.

"SAMPLE" Proposal Evaluation Form

Evaluation Criteria For Final Selection		Possible Points		Assigned Score
I.	Project Approach <i>including:</i>	<i>0 – 5 Points</i>		
	<ul style="list-style-type: none"> ▪ Overall Methodology ▪ Key Personnel / Team Organization ▪ Firm/Subs Office Location ▪ Construction Sequencing ▪ Local and SBE participation ▪ Other 			
II.	Quality <i>including:</i>	<i>0 – 25 Points</i>		
	<ul style="list-style-type: none"> ▪ Design/Spatial Flexibility ▪ Aesthetics/Finish Levels ▪ Durability/Maintainability ▪ Energy Efficiency/LEED ▪ Other 			
III.	Time of Performance <i>including:</i>	<i>0 – 10 Points</i>		
	<ul style="list-style-type: none"> ▪ Overall Schedule Duration ▪ Key Milestones ▪ Permitting Activities ▪ Phasing 			
IV.	Project Value <i>including:</i>	<i>0 – 25 Points</i>		
	<ul style="list-style-type: none"> ▪ Better Aesthetics ▪ Lower Operational Cost ▪ Lower Maintenance Cost ▪ Energy Savings Other			
V.	Cost Proposal	<i>0 – 35 Points</i>		
		<i>Cost Criteria</i>	<i>Pts.</i>	
	Lump Sum Cost	Low Bid and Bids up to Low Plus 1%	35	
		Within 3% of Low	32	
		Within 6% of Low	30	
		Within 10% of Low	25	
Greater 10% of Low		15		
TOTAL SCORE				

H. INSURANCE

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

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

The following insurance coverage shall be required.

1. The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
2. Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
3. The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

4. The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
5. The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
6. All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
7. The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
8. The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
9. The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

10. The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
11. Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
12. Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

I. BONDING REQUIREMENTS

Proposal Bond: NEEDED AT THE TIME OF THIS STEP 2 REQUEST FOR PROPOSAL SUBMITTAL FROM SHORTLISTED FIRMS. (Form included in this RFP document.)

Each Proposal must be accompanied by Proposal security made payable to OWNER in an amount of five percent (5%) of the Proposer's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements stated herein.

The Proposal security of the Successful Proposer will be retained until such Proposer has executed the Agreement and furnished the required contract security, (if provided as a cashier's check or bank officer's check), whereupon the Proposal security will be returned. If the Successful Proposer fails to execute and deliver the Agreement and furnish the required contract security within twenty-one (21) calendar days after receipt of the Notice of Selection for Award, OWNER may annul the Notice of Selection for Award and the Proposal security of that Proposer will be forfeited. The Proposal security of other Proposers whom OWNER believes to have reasonable chance of receiving the award may be retained by OWNER until a completed contract has been issued, whereupon Proposal security furnished by such Proposers will be returned.

The Proposal Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the Proposer refuse or fail to enter into a contract with the payee for the execution of the work embraced in the proposal, in the event the proposal of the Proposer is accepted.

No proposals including alternates shall be withdrawn within one hundred and eighty (180) days after the proposal closing date thereof. If a proposal is not accepted within said time period it shall be deemed rejected and the Proposal Bond shall be released to the Proposer.

Performance and Payment Bonds: NEEDED AT THE TIME OF CONTRACT EXECUTION (Forms included in this RFP document.)

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.

J. GOVERNING LAW

Interested vendors will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be Pompano Beach, Florida.

K. CONFLICT OF INTEREST

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

L. DRUG FREE WORKPLACE

The selected Proposer with whom an agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.

M. 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.

N. ATTACHMENTS

The following documents are posted in Adobe PDF format to the City's website as Attachments to this RFP:

Attachment 1 – Design Criteria Package

Attachment 2 – Proposal Bid Form

Attachment 3 – Building Space Program, FF&E Schedule and Parking Requirements

Attachment 4 – Preliminary Plans and Survey (also posted in Autocad format)

Attachment 5 – Technical Specifications

Attachment 6 – Geotechnical Survey

Attachment 7 – Asbestos Report

Attachment 8 – Wellfield Hazardous Material Permit

SBE GOAL ANNOUNCEMENT

RFP # H-48-11, STEP 2

The City of Pompano Beach is strongly committed to insuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services.

The SBE criteria being used is as stated in FSS 288.703. As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

Proposers are encouraged to participate in the City of Pompano Beach's Voluntary SBE Program by including as part of their submittal package the SBE Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Proposers who are unable to meet the recommended voluntary goals should also provide the SBE Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended, voluntary goals for this solicitation are 15% for Small Business Enterprises.

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

RLI Number & Title: _____ Contractor's Name: _____

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

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ___ YES ___ NO

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

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

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

Said SBE CONTRACTOR(s):

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

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

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

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

3. Did you send written notices to SBEs?

Yes No

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

4. Did you advertise in local publications?

Yes No

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

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

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

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

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

LOCAL BUSINESS PARTICIPATION GOAL ANNOUNCEMENT

RFP # H-48-11 (STEP 2)

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.

Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/FAQ%20sheet%20BTR.pdf>

Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended voluntary goal for this bid is 10% for Local Businesses

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

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

8. Other comments: _____

IN WITNESS WHEREOF, the said _____,
as Principal herein, has caused these presents to be signed in the name by its _____
_____ and attested by its _____ under its corporate seal,
and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by
its _____
under its corporate seal, this _____ day of _____ A.D. _____
(year)

Signed, sealed and delivered in
the presence of:

As to Principal

Principal - _____

By: _____

Surety
By: _____

Attorney-in-Fact
(Power-of-Attorney to be attached)

By: _____

Resident Agent

Performance Bond

Project No:
Project Title:

KNOW ALL PERSONS BY THESE PRESENTS, that:

as Principal, and

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

(Written Amount)

(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as “Contractor”) did on

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as “Owner”) a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this

_____ day of _____

Countersigned By:

Contractor:

(SEAL)

By: (Signature) _____

Surety:

(SEAL OF
SURETY)

By: _____
Address: _____

PAYMENT BOND FORM

Project No:

Project Title:

Facility Name:

BY THIS BOND, WE, _____, as Principal,

and _____, a corporation, as Surety, are bound to The City of Pompano Beach, Florida, herein called "Owner", in the sum of :

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

THE CONDITION OF THIS BOND is that if Principal:

- Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

- Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on : _____

	Name of Surety:	_____
(SEAL OF SURETY)		
	By:	_____
		Attorney in Fact
	Name of Principal:	_____
(SEAL OF PRINCIPAL)		
	By:	_____
		Its authorized officer